



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

August 12, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE – ANTELOPE VALLEY
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the services to be provided are categorically exempt from the California Environmental Quality Act (CEQA).
2. Find that the services can be more economically performed by an independent contractor than by County employees.
3. Award the contract for "Landscape Maintenance – Antelope Valley" to Alma Gardening Company, located in Acton, California and delegate authority to the Director of Public Works to execute this contract. This contract will be for a period of one year, commencing upon Board approval and the Director's execution of the contract, whichever occurs last, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Delegate authority to the Director of Public Works to renew this contract for the additional renewal options, if, in the opinion of the Director, renewal is warranted, or to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
6. Authorize Public Works to encumber an annual amount not to exceed \$28,980. This amount represents the cost of these services based on the annual price submitted by the contractor. Funds for the contract's first year are available in various Public Works 2004-05 budget units.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to obtain landscaping services throughout the Antelope Valley. The work to be performed will consist of providing landscaping services, including the removal of weeds, debris, graffiti, and trash to minimize the risk of insect infestations, disease, and/or vermin.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide these services in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$28,980. This amount represents the cost of these services based on the annual price submitted by the contractor. This contract will be for a period of one year commencing upon Board approval and the Director's execution of this contract, whichever occurs last. With the Board's delegated authority, the Director may renew this contract for an additional two 1-year options for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds for the contract's first year are available in various Public Works 2004-05 budget units. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees. No cost-of-living adjustments will be granted under this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract as to form.

These services are being contracted in accordance with County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The requirements for contracting set forth in County Code Section 2.121.380 have been met. Public Works has determined that the contractor complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts. No information was discovered that would qualify our recommendation.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Section 401, Appendix H of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On May 3, 2004, Public Works solicited proposals from 517 independent contractors and community business enterprises to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On June 14, 2004, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). Having met the initial requirements, these proposals were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included proposed price, references, experience, financial resources, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, Alma Gardening Company, located in Acton, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
August 12, 2004
Page 5

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
LANDSCAPE MAINTENANCE – ANTELOPE VALLEY

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Alma Gardening Company, a sole proprietorship, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on June 14, 2004, hereby agrees to provide services as described in the attached specifications for Landscape Maintenance – Antelope Valley, including but not limited to Exhibit A, Scope of Work.

SECOND: That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibits E.1 through E.11, D.B.A.A. Nos.5, 8, 9, 13, 15, 17, 22, 23, 25, 26, and 28 maps, respectively; Exhibit E.12, Work Location 12 – Ridge Route Road Median; Exhibit 13, Landscape Maintenance for MD 5 – Palmdale; Exhibit E.14, Landscape Maintenance at Road Division 556, Castaic; Exhibit 15, Work Area Traffic Control Handbook; Addenda to the Request for Proposals; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That the County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$21,180 or such greater sums as the Board may approve.

FOURTH: That this Contract's term shall commence upon Board approval, the Director's execution of this Contract, and Public Works issuance of the Notice to Proceed. This contract will continue for a period of one year. At the discretion of the County, the Contract may be extended in increments of one year, not to exceed a total Contract period of three years. The County, acting through the Director, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: That in the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

NINTH: That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Interim Director of Public Works

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

ALMA GARDENING COMPANY

By _____
Santiago Gonzalez, Sole Proprietor

SCOPE OF WORK

LANDSCAPE MAINTENANCE - ANTELOPE VALLEY

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Jonathan King of Road Maintenance Division, who may be contacted at (626) 458-5920, Monday through Thursday from 7 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Locations

Landscape maintenance services shall be required at the following work locations:

1. Drainage Benefit Assessment Area (D.B.A.A.) No. 5 -Southwest corner Avenue M-4 and Shain Lane, Quartz Hill
2. D.B.A.A. No. 8 - Northeast corner Conestoga Drive and 45th Street West, Quartz Hill
3. D.B.A.A. No. 9 - Southeast corner Avenue L-4 and 62nd Street West, Quartz Hill
4. D.B.A.A. No. 13 - Southeast corner Avenue L-8 and 42nd Street West, Quartz Hill
5. D.B.A.A. No. 15 - Northeast corner Avenue L-4 and La Gabriella Drive, Quartz Hill
6. D.B.A.A. No. 17 - Southwest corner Avenue M-8 and 51st Street West, Quartz Hill. Includes concrete trapezoidal channel between Avenue M-8 and Avenue M-4
7. D.B.A.A. No. 22 - Southeast corner Avenue M-2 and Elk Run Lane, Quartz Hill
8. D.B.A.A. No. 23 - Southwest corner Avenue L-4 and 51st Street West, Quartz Hill
9. D.B.A.A. No. 25 - Northeast corner Serene Avenue and 43rd Street West, Quartz Hill

10. D.B.A.A. No. 26 - Southeast corner Avenue L-4 and 52nd Street West, Quartz Hill
11. *D.B.A.A. No. 28 - Southwest corner Avenue M-12 and 51st Street West, Quartz Hill
12. Ridge Route Road Median – Lake Hughes Road/Castaic Lake Drive (landscaped median), Castaic
13. *Road Maintenance District 5 Headquarters (MD5) – 38126 N. Sierra Highway, Palmdale
14. *Road Division 556 Yard (RD556) – 27624 Parker Road, Castaic

*May be added to the contract at a future date.

C. Work Description

The Contractor's work shall include all labor, equipment, supervision, and materials required to maintain the landscaping at the above described work locations including but not limited to:

1. Maintain weeds to a maximum of three inches in height. Aquatic growth shall be removed if greater than one square yard or taller than three inches over basin water height.
2. Interior of basins and four feet around outside perimeter wall/fence shall be kept free of all debris, trash, leaves, branches, papers, bottles etc.
3. Herbicide may be used for the control of weeds and unwanted vegetation. If chemical weed control methods are to be utilized, then the Contractor shall only use products recommended by a Pest Control Advisor certified by the State of California and approved by Public Works. Application of said product shall only be done under the direct supervision of a Pest Control Applicator certified by the State of California and registered with the County of Los Angeles. Contractor shall provide for the services of both the aforementioned certified Pest Control Advisor and the certified Pest Control Applicator at Contractor's expense. For any herbicide to be used for this contract, the type and concentration of herbicide will require approval by Public Works prior to usage.
4. Contractor shall sweep all adjacent concrete areas, sidewalks, patios, etc., clean of all leaves, grass, debris, and trash at least twice a month
5. Graffiti on all concrete or masonry surfaces such as walls, sidewalks, curbs, access ramps, etc., or on all metal signs, gates etc., shall be removed within 24 hours upon either the discovery during the Contractor's

routine inspection/maintenance or by notification from Public Works. Occurrences of graffiti covering large areas shall be reported to Public Works.

6. Cuttings, trash, and debris shall be collected and properly disposed at a legally recognized landfill at the expense of the Contractor or, at a location designated by Public Works. Disposal receipts shall be made available upon request.
7. Maintenance of a concrete trapezoidal channel, part of D.B.A.A. No. 17, approximately 1,300 feet in length between Avenue M-4 and Avenue M-8 (See D.B.A.A. No. 17 Location Map). Maintenance shall include keeping the right of way, channel, and channel walls free of vegetation, mud, debris, bottles, papers, trash, and graffiti.
8. Clear all weeds and undesirable vegetation growing up along the inside of perimeter block walls and fencing.

D. Inspection and Workmanship

1. Perform all work in a workmanlike manner to the satisfaction of the Director/designee. Any unacceptable work or areas not meeting the described level of maintenance shall be corrected at no additional cost and shall be accomplished within three days of notification.
2. Provide adequate supervision to furnish crew direction, surveillance and inspection of workmanship, and adherence to schedules while performing the work under this Contract.
3. Assign an experienced landscape maintenance supervisor, with all the necessary personnel, materials, tools, and equipment for the complete performance of this work.

E. Hours and Days of Service

1. All work shall be performed weekdays between the hours of 7 a.m. and 4 p.m. No work will be allowed on weekends or holidays. (Holidays defined as New Year's Day, Martin Luther King, President's Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day)
2. Inspection/Maintenance shall be done at the Contractor's discretion but no less than once per month (more frequently if necessary) to achieve the described level of maintenance.

F. Utilities

The County will provide at its own expense, water and electrical services for the operation of the Contractor's equipment. Contractor shall provide all electrical

cords, ladders, and other tools or equipment required in the performance of its duties.

G. Storage Facilities

The County will not provide storage facilities for the Contractor. The County will not be liable or responsible for any damage by whatever means, or theft of materials or equipment from the work site.

H. Removal of Debris - AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the Year 2000. According to this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from any landfills and co-generation facilities. Landscape materials utilized for co-generation or daily landfill cover may not qualify for diversion credit, and therefore may not be acceptable methods of disposal for this material. Contractor shall be required to seek recycling alternatives for these organic, biodegradable landscape materials. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, co-composting, mulching, soil amendment, and wood chip products. Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939 or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required. All debris derived from the services specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense.

I. Special Safety Requirements

1. All Contractor's personnel shall be expected to observe all applicable Cal-OSHA requirements while at the job site. All herbicide applications shall be performed under the direct supervision of a person having an appropriate Commercial Applicators License with the State of California. No spraying shall be performed without a spray recommendation, written, and approved by a currently licensed Pest Control Advisor, in the State of California, with appropriate endorsements. All charges associated with obtaining said recommendations (requirements) shall be borne by the Contractor.
2. Ridge Route Median (Work Location 12-Exhibit E.12) during maintenance operations:
 - a. Contractor shall provide traffic control devices in accordance with "Work Area Traffic Control Handbook" (2001 Ninth Edition) and as shown on Exhibit E.15.

- b. Contractor shall provide and assure all personnel wear high-visibility vests or jackets or reflectorized garments when working within road right of way.
- c. Contractor shall park vehicles outside traveled way, in a safe manner and surrounded by cone delineators.
- d. Contractor shall not perform any lane closure without prior approval of Public Works.
- e. Contractor shall equip all vehicles used at site with company identification logos or markings that are readily visible to Public Works or law enforcement officials.

J. Responsibilities of the Contractor

- 1. The Contractor shall furnish all supervision, labor, materials, tools, equipment, transportation, fertilizer, herbicides, and other items needed to perform landscape services as outlined herein.
- 2. The Contractor shall perform all work according to accepted horticultural standards of quality and workmanship to maintain the landscape in the highest possible aesthetic condition.
- 3. The Contractor shall provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work.
- 4. Contractor personnel shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system.
- 5. Contractor shall be responsible for all maintenance items regardless of basin water level. Contractor shall not pump water out of a D.B.A.A. basin or channel, or request Public Works to do so at any time.
- 6. Contractor shall maintain the security of locked facilities by closing and locking all gates. Contractor shall not allow access to any individual on a facility without permission from Public Works. Any damage observed by Contractor to gates, fences, or walls shall be reported to Public Works immediately.
- 7. Contractor shall return all keys provided by Public Works upon expiration of contract or at request of Public Works.

D.B.A.A. 5, 17, 23, 28

D.B.A.A.'s 5, 17, and 23 have irrigation systems and beneficial landscaping. In addition to the general work description above, at any basin with beneficial landscaping and irrigation systems the Contractor's work shall include all labor, equipment, supervision, and materials required to maintain the landscaping including but not limited to:

1. All beneficial landscaping such as identified trees, shrubs, climbing plants, ground cover, etc., and irrigation system such as bubblers, sprinkler heads, P.V.C. pipe fittings and risers etc., shall be maintained and not be damaged by the Contractor's maintenance operations or herbicide applications. The Contractor shall replace any beneficial landscaping and irrigation system damaged by his/her operations at his/her expense.
2. Contractor personnel shall inspect the irrigation system for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system.
3. Contractor shall manage and adjust the automatic irrigation controllers to ensure all beneficial vegetation receives the proper amount of water to promote healthy growth and avoid water waste. Specific care must be taken to keep irrigation run-off to a minimum. Contractor shall turn off the irrigation system during rainy weather or high moisture periods where watering is not required. During winter months the irrigation schedule shall be adjusted to midday to prevent the likelihood of irrigation run-off freezing on adjacent concrete surfaces and sidewalks.
4. Contractor shall prune or trim ground cover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month or as necessary.
5. Contractor shall prune shrubs to maintain a natural shape and proper size as a continuous operation so plants will not develop stray or undesirable growth. Contractor shall prune shrubs at least once a month during growing season.
6. Contractor shall clean beneficial landscaping beds of all debris, trash, leaves, branches, papers, bottles etc.
7. Contractor shall replace dead, missing, and unhealthy looking plants to maintain full, even, and healthy looking planting beds. Plants shall not be replaced with different types unless there is consistency in design. Plants shall be replaced with the type specified by Public Works. Cost for replacement plants shall be considered an extra cost above the contract bid amount and included in Form PW-2, Schedule of Prices, Item 2a, "1 gallon plant material and installation (each)."
8. Contractor shall regularly cultivate the open soil between plants and remove intruding weeds from the beneficial vegetation beds.

9. Contractor shall apply fertilizer to plants within beneficial vegetation beds twice a year or as required to stimulate growth.
10. Contractor shall inspect all plants for vermin or insect infestations and/or disease. Chemical means shall be employed if required, for disease, vermin, and/or insect infestations such as aphids, mealybugs, mites, snails, whiteflies, thrips, fungus diseases, gophers etc.

Ridge Route Median

Ridge Route Road between Lake Hughes Road and Castaic Lake Drive in Castaic has a landscaped median approximately 1700 feet in length. In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide median landscape maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

1. Tree Trimming and Care

- a. The Contractor shall perform as-needed tree trimming to accomplish the following:
 - 1) Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
 - 2) Prevent encroachment on adjacent property and into required proper vertical clearances, which are eight feet for pedestrian areas and 14 feet for vehicular roadways.
 - 3) At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years. All other trees shall be pruned every three years.
- b. The Contractor shall adhere to the following trimming procedures:
 - 1) Cuts to be made to the branch bark ridge. No flush cuts or stubs permitted.
 - 2) All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - 3) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- c. The Contractor shall remove and dispose of all trees which are downed by either natural or unnatural causes. Contractor shall dig

out stumps or grind them to 12 inches below grade, remove the wood chips, and backfill the hole to grade with soil.

- d. The Contractor shall adhere to the following tree staking and tying requirements:

- 1) Replace missing or damaged stakes where the tree diameter is less than three inches.
- 2) Install stakes in those cases where the tree has been damaged and requires staking for support.
- 3) Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by Public Works for trees with a diameter less than three inches.

The cost for these items are to be included in the lump sum price in Form PW-2, Schedule of Prices, Item L, "All other items of work, such as tree trimming and care, ground cover trimming and care, ornamental grass trimming and care, weed control, litter control, watering and irrigation management, rodent control, graffiti abatement etc."

2. Shrubbery and Vines Trimming and Care

- a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery and vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery and vines shall be kept trimmed to a maximum height of four feet.
- b. Contractor shall trim the shrubs a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than four feet. These shrubs shall be trimmed no shorter than 3 1/2 feet in height.
- c. It is the intention for the landscape within the road right of way to look natural. If pruning is necessary, Contractor shall prune back branches individually and not shear plants.

3. Ground Cover Trimming and Care

- a. Contractor shall remove all dead or diseased branches as they develop.

- b. Contractor shall keep all ground covers adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb right of way fencing, shrubs or trees shall be pruned out of these areas.
 - c. Contractor shall prune the ground cover once a year during early spring.
- 4. Ornamental Grass Trimming and Care
 - a. Contractor shall keep ornamental grass areas at their natural form.
 - b. Contractor shall mow/cut ornamental grass in an artisan-like manner without scalping or allowing excessive cuttings to remain. Mowing/cutting shall be done once every three years during early spring.
- 5. Litter Control
 - a. Contractor shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, adjoining access roads and driveways, and drains.
 - b. Litter control shall take place once every week by the Contractor.
- 6. Weed Control
 - a. Shrubbery, Ground Cover, Ornamental Grass Area
 - 1) Contractor shall keep all landscape areas, including shrubbery, ground cover, and ornamental areas weed free at all times.
 - 2) Contractor shall remove weeds manually or by cultivation where appropriate. The Contractor may use pre-emergent weed control. Contractor shall weed at least once a week.
 - b. Stone and Decomposed Granite Areas

Contractor shall keep all landscape stone areas, gravel areas, and decomposed granite areas weed free at all times. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.
 - c. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

7. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants. The irrigation system is automatically controlled through an automatic irrigation controller and remote control valves. The automatic irrigation controller is located on the east side of Ridge Route Road approximately 300 feet north of Lake Hughes Road. All irrigation systems for ground cover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems and adjustable bubbler systems.

a. Irrigation

- 1) Contractor shall operate the irrigation system so as not to cause excessively wet, "waterlogged" areas. Native and drought-tolerant plant material has been used throughout the project and requires a minimal amount of water. Over-watering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- 2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) should occur at least twice during the year, usually during spring and fall.
- 3) If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- 4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has a high enough moisture content that watering is not required.
- 5) If an automatic irrigation system, or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days.

Contractor shall report all systems which require manual operation to Public Works' representative at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually shall be approved by Public Works' representative for the manual operation to count toward the 30-day required period of manual operation. A system shall be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then the Public Works' representative may opt to pay the Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

- 6) If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the bid hourly rate for personnel to manually operate the system. The County will not pay for preparation time or travel time to and from the job site, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually must be approved by Public Works' representative as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30 day period, is not to be included in the total proposed price. This cost is to be included on Form PW-2, Schedule of Prices, Item 3, "Hourly cost for manual operation of irrigation system past the required 30 day period."

b. Irrigation System - Inspection and Maintenance

- 1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/ replacements as noted in Section J, Responsibilities of the Contractor, Ridge Route Median, Item 7 above. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

- 2) The County may at its discretion have the Contractor make additional repairs and or replacements to the irrigation system. Contractor will be reimbursed for these repairs at the hourly price for irrigation repairs or at a price agreed upon by the County and the Contractor, whichever is least. The County will not pay for preparation time or travel time to and from the job site for these repairs. Contractor may impose a four hour minimum to be charged for emergency repairs. If the Contractor requests the above-mentioned minimum hour charge, it should be noted on the price for the hourly rate. The hourly bid price for irrigation repairs is not to be included in the total price, it is to be included in Form PW-2, Schedule of Prices, Item 4, "Hourly cost for irrigation system repairs, four hour minimum for emergency call out repairs." For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs at a price agreeable to the Contractor and the Public Works' representative.
 - 3) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to Public Works' representative, and include that information on the monthly maintenance report. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price in Form PW-2, Schedule of Prices, Item L, "All other items of work, such as tree trimming and care, ground cover trimming and care, ornamental grass trimming and care, weed control, litter control, watering and irrigation management, rodent control, graffiti abatement, etc".
- c. Contractor shall perform the following tasks:
- 1) Respond to requests received from Public Works, pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under Form PW-2, Schedule of Prices, Item 5, "Hourly

Scope of Work - EXHIBIT A

cost for emergency call back to shut off water/turn off irrigation system. (Two-hour minimum)"

- 2) Repair or replace damaged bubbler heads and risers as necessary.
 - 3) Clean or replace clogged bubbler heads and risers as necessary.
 - 4) Clean or replace clogged or damaged drip line emitters.
 - 5) Repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating ponding or erosion.
 - 6) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to Public Works' representative within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.
 - 7) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to Public Works' representative within one week of the discovery and also included on the required monthly maintenance report.
 - 8) Recover and re-fasten removed valve box covers. Contractor shall report any missing valve box covers to Public Works' representative by the end of the day and also include that information on the required monthly maintenance report.
- d. The material and labor costs for repairing and replacing all equipment down stream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller for which Public Works will reimburse the Contractor.

8. Rodent Control

All areas shall be maintained free of rodents, including, but not limited to gophers and ground squirrels, since they may cause damage to shrubs, ground cover, trees and/or irrigation systems. The rodenticide product to be used shall be recommended by a licensed pesticide advisor for this control and approved by Public Works.

9. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule prior to the start of the contract. Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations where erosion on the channel backslope greater than six inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees and shrubs replaced; any irrigation systems which have to be operated manually; any problems with the irrigation system including malfunctions, needed maintenance, or repairs/replacements. The report form shall be provided by Public Works' representative. The maintenance report shall be submitted to Public Works' representative biweekly and upon request, within three working days.

MD5 and RD556

The Road Maintenance District 5 office in Palmdale and the Road Division 556 yard in Castaic have ornamentally landscaped areas (Exhibits E.13 and E.14, respectively). In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide landscape maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

1. Lawns

- a. Lawn areas, shall be mowed and edged in a professional manner to assure a smooth surface appearance on a weekly basis during the months of May thru October and on a twice monthly basis during the months of November through April.
- b. Cuttings shall be collected and disposed of on-site at a location designated by Road Maintenance personnel.
- c. Apply fertilizers twice annually or as required to stimulate growth.

- d. Apply herbicide (weed killer) as necessary to deter the growth and spread of undesirable weeds such as dandelions, etc.

2. Concrete Areas

- a. All adjacent concrete areas (sidewalks, patios, etc.) shall be swept clean of all leaves, grass, debris, and trash twice a month.
- b. Trash/debris shall be collected and disposed of on-site at a location designated by Road Maintenance personnel.

3. Ground Cover and Shrubs

- a. Prune or trim ground cover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month.
- b. Prune shrubs to maintain a natural shape and proper size as a continuous operation so plants shall not develop stray or undesirable growth.
- c. Clean ground cover beds of all debris, leaves, branches, papers, bottles, etc.
- d. Replace dead and missing ground cover plants to maintain full and even planting beds.
- e. Regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand or controlled by chemical means.
- f. Apply fertilizer twice annually or as required to stimulate growth. Apply insecticides as needed to maintain healthy plants.

4. Irrigation System

- a. Twice a month, inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. The Contractor shall sequence controller where applicable to each station manually on a scheduled basis to check out all facets of the system.
- b. Contractor shall, where applicable, adjust and clean sprinkler heads, risers, P.V.C. piping and automatic or manual sprinkler control valves to maintain the system in an efficient operating condition. Sprinkler heads shall be adjusted to provide even water coverage to planted areas. At no additional cost, the Contractor

shall replace P.V.C. plastic pipe, fittings, risers (down stream of control valves) and sprinkler heads damaged by the Contractor's operations.

- c. The Contractor's replacement and repair of major piping (up stream of automatic control valves), control valves, sprinkler heads, and irrigation controllers due to normal wear and tear or damage caused by others will be outside the scope of this Contract. Public Works, at its option, may perform the work or request the Contractor to make the repair for additional compensation.
- d. Contractor shall coordinate with Public Works' on-site staff, programming the automatic irrigation controllers to deliver adequate soil moisture as determined by the Contractor's twice monthly inspection. Contractor shall take specific care of keeping irrigation runoff to a minimum. Contractor shall turn off irrigation system or the irrigation clocks during high moisture periods when watering is not required. Contractor shall coordinate with Public Works' staff before turning off irrigation system.
- e. During late fall, winter, and early spring months, the watering schedule shall be adjusted to midday to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces, such as sidewalks.
- f. During late spring, summer, and early fall, the watering schedule shall be adjusted to early morning to maximize infiltration into the soil.

5. Front Parking Lot of MD5

Once a month, pick up all debris, trash, leaves, pine needles, etc., that are on or adjacent to the front parking lot area.

K. Responsibilities of Public Works

- 1. Public Works will provide access keys to facilities and control panels, and Light Energized Irrigation Technology (LEIT) keys for the D.B.A.A. irrigation controllers.
- 2. Public Works will provide landscaping and irrigation drawings upon request. It should be noted the landscaping may have been modified subsequent to the original installation, and thus there may be variations between the existing improvements and the drawings. The drawings should be verified in the field by Contractor.

3. Public Works will provide facility location maps. Maps for Sites 1 through 14 (Exhibits E.1 through E.14) are attached and incorporated by reference.

L. Special Safety Requirements

1. All Contractor's personnel shall observe all applicable CalOSHA and Public Works safety requirements while at Public Works job sites.
2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.
3. All pesticide, herbicide, etc. application shall be under the direct supervision of a commercial applicator certified by the State of California.
4. If required, Contractor shall close the bicycle trail portion of the channel access road when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be adjacent to a bicycle entrance gate so as to allow the bicyclist to exit the trail. The trail closure shall conform to Public Works' Standards, as follows:
 - a. The trail closure signs shall state the date of closure and date the trail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
 - c. The signs shall use three inch lettering.
 - d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
 - e. Public Works' Bicycle Trail Coordinator shall be notified prior to the closure of the bicycle trail.
 - f. All questions regarding the bicycle trail closure shall be directed to Public Works' Bicycle Trail Coordinator, Mr. Matthew Dubiel, at (626) 458-3941.

M. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract, to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works work.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

O. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are

realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;

- The parties are not under any compulsion to Contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided will have resulted in a loss of its savings in the costs of the work to be performed; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-
appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without the Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination
of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the

Director. Any prohibited delegation of duties or assignment of rights under the Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

M. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of

subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- i. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other

sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the services are deemed unsatisfactory in the opinion of the Director.

4. Termination for Convenience

- a. It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:
- b. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- c. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- d. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of the County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Notwithstanding any other provision regarding time to cure default, failure to cure such a default within 90 days of notice by the

County shall be grounds upon which the County may give notice of termination and terminate this Contract.

6. Termination Claim

- a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.
- b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.
- c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

1. The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:
2. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
3. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
4. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions

during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

Y. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the

active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor, or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage.)
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
- a. Personal Property: Automobiles and Mobile Equipment - Special form ("all risk") coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which

may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

H. Right of First Refusal for Employment Openings Under Contracts Subject to County Code Chapter 2.121

1. Should the Contractor require additional personnel after award of the Contract to perform the services set forth herein, the Contractor shall give the right of first refusal for such employment openings to Public Works employees. Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.
2. The Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the 15-day period.
3. Employment offers to County employees shall be under the same condition and rate of compensation which apply to other individuals who are employed or may be employed by the Contractor.
4. The Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.
5. The County employees who are employed by the Contractor under this section shall not be discharged during the term of the Contract except for cause.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to

modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such

subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of

the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into

Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may

deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage

rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or

collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 8

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for

an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 9

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 10

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Department of the Treasury

Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

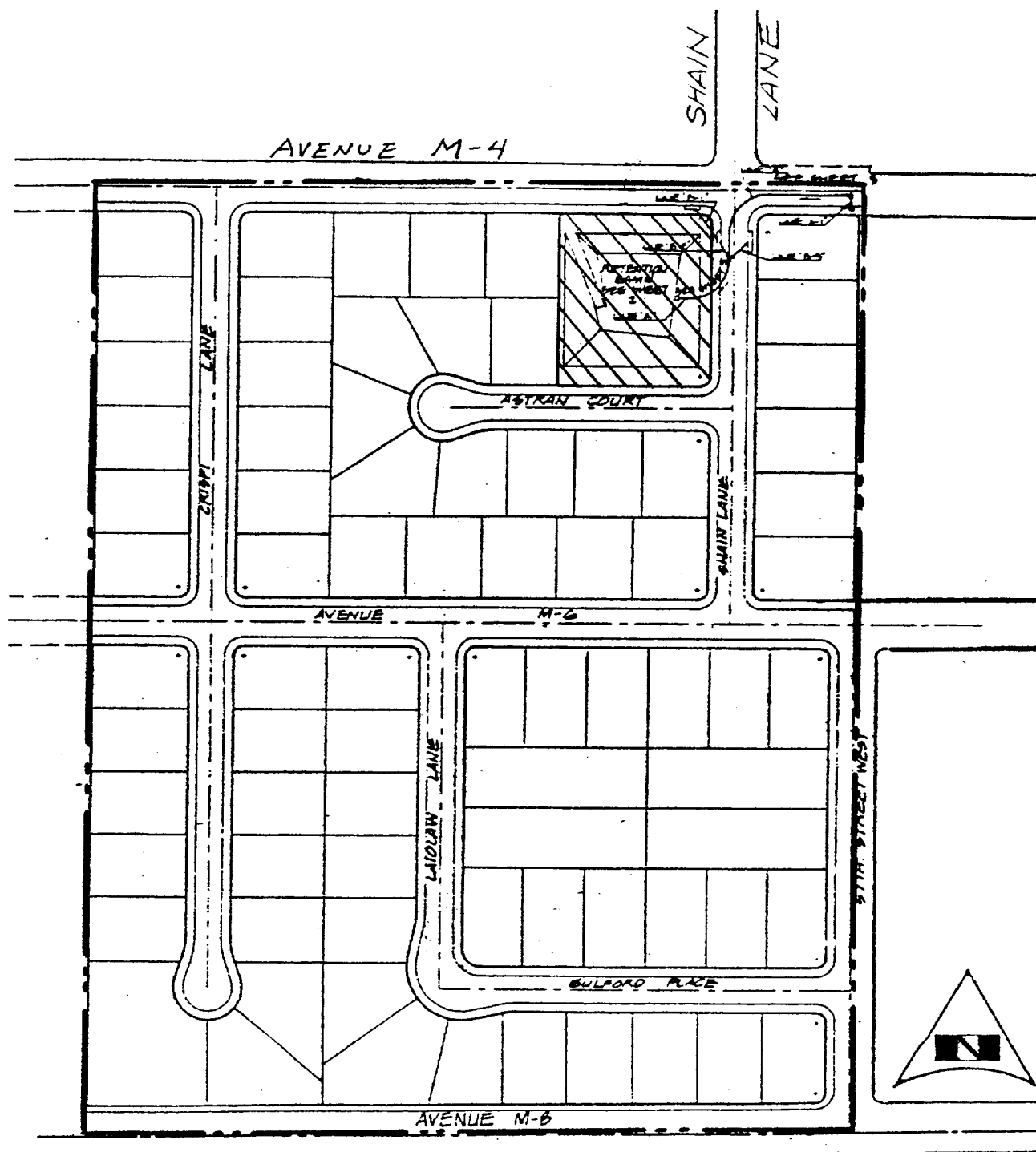
Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

DRAINAGE BASIN ASSESSMENT AREA NO. 5



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

D.B.A.A. No. 5

RD 551

TRACT No.

36395

PD No.

1853

JOB No.

R1185500

TG PAGE

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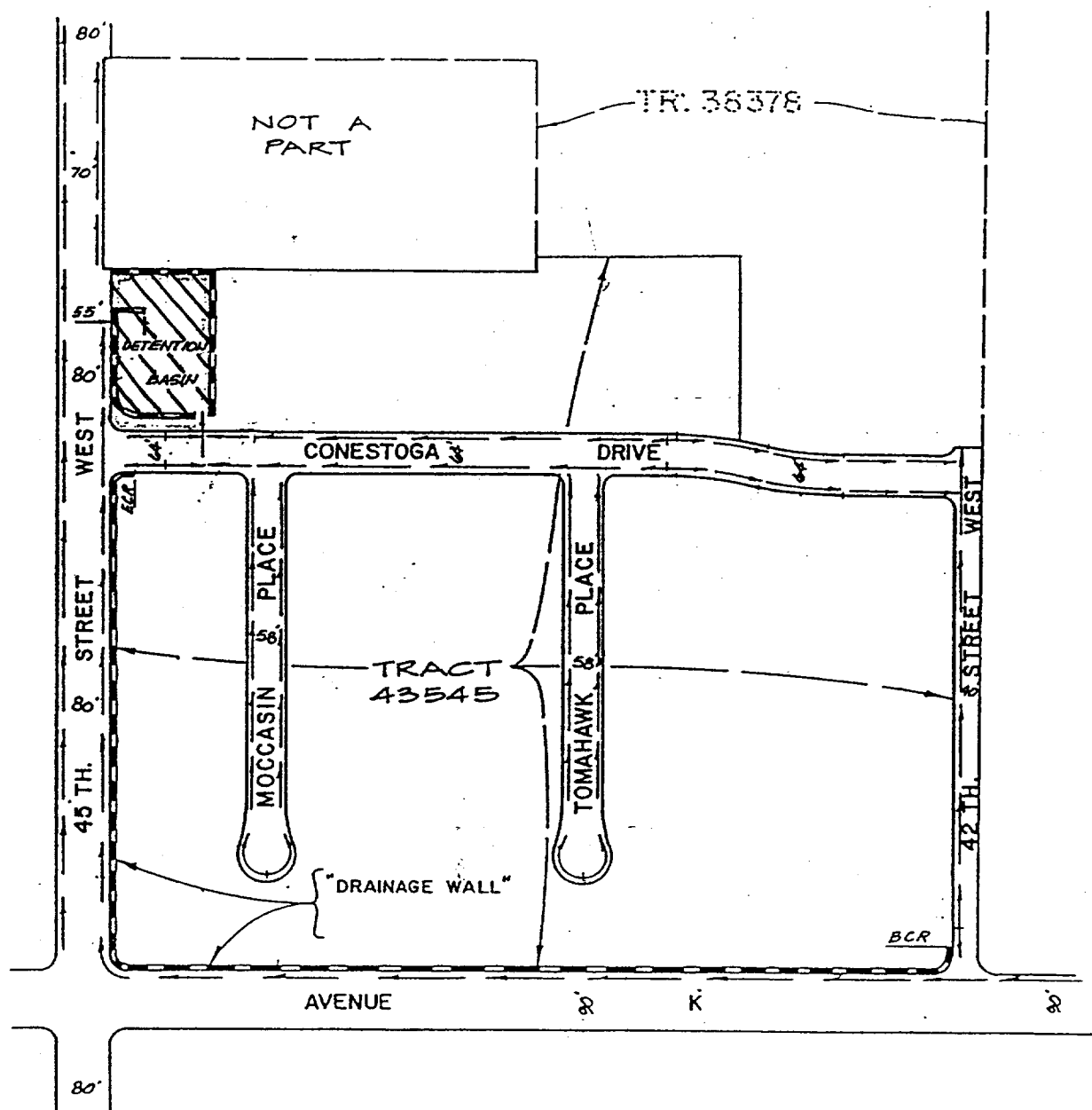
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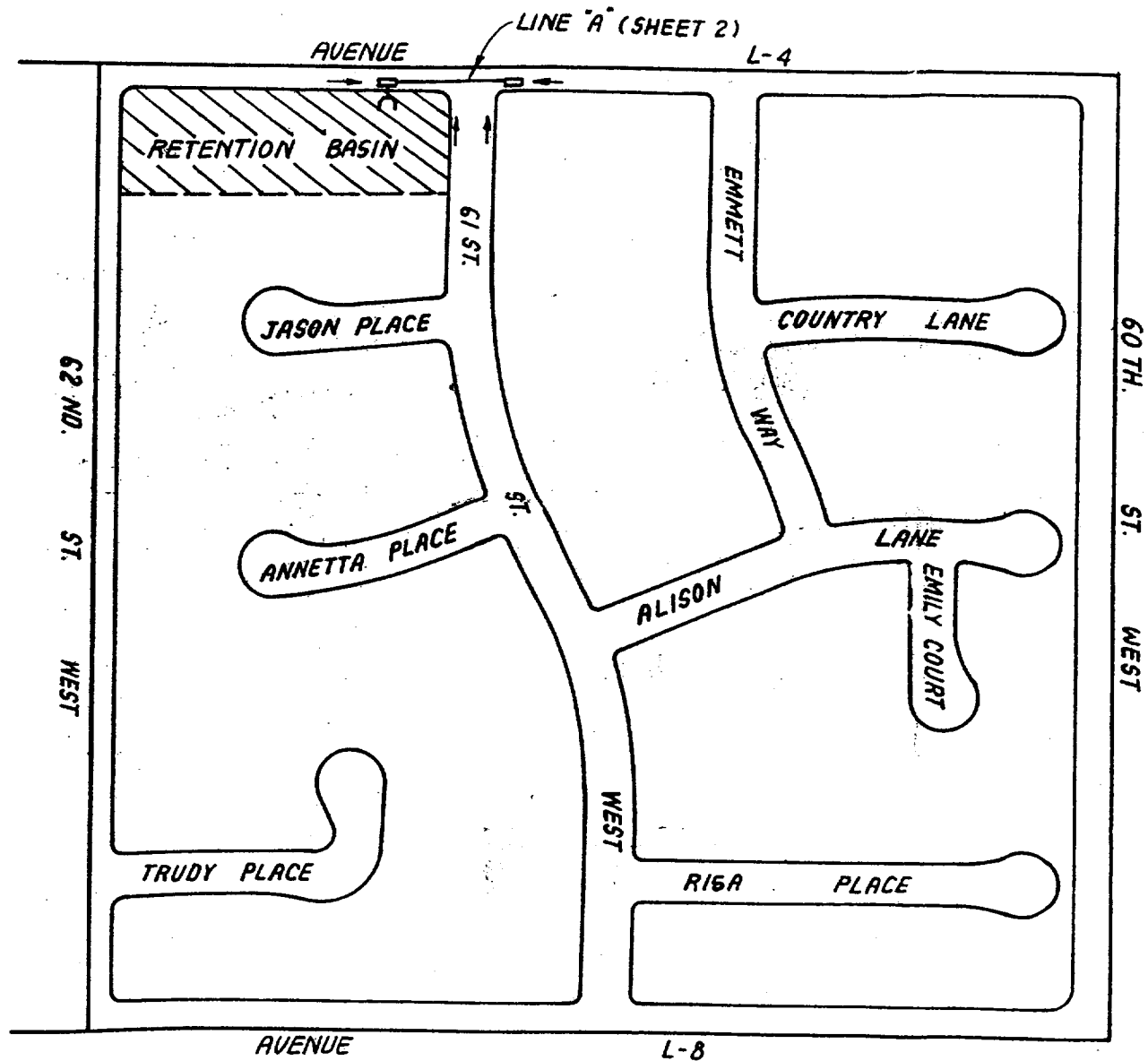
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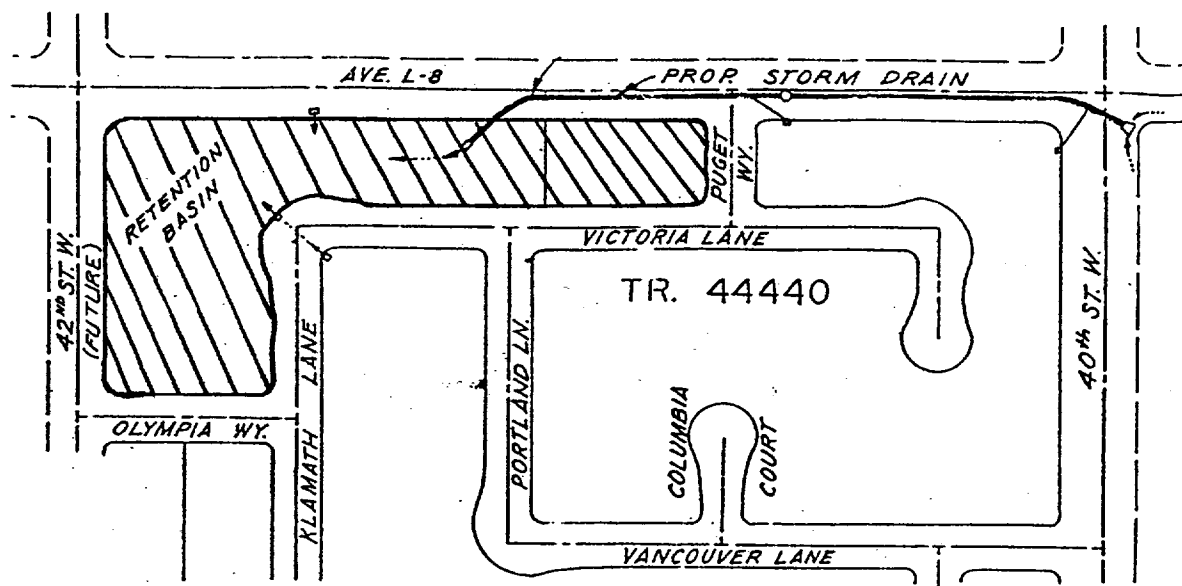
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DRAINAGE BASIN ASSESSMENT AREA NO. 9



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS				ROAD MAINTENANCE DISTRICT 5	
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DRAINAGE BASIN ASSESSMENT AREA NO. 13



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

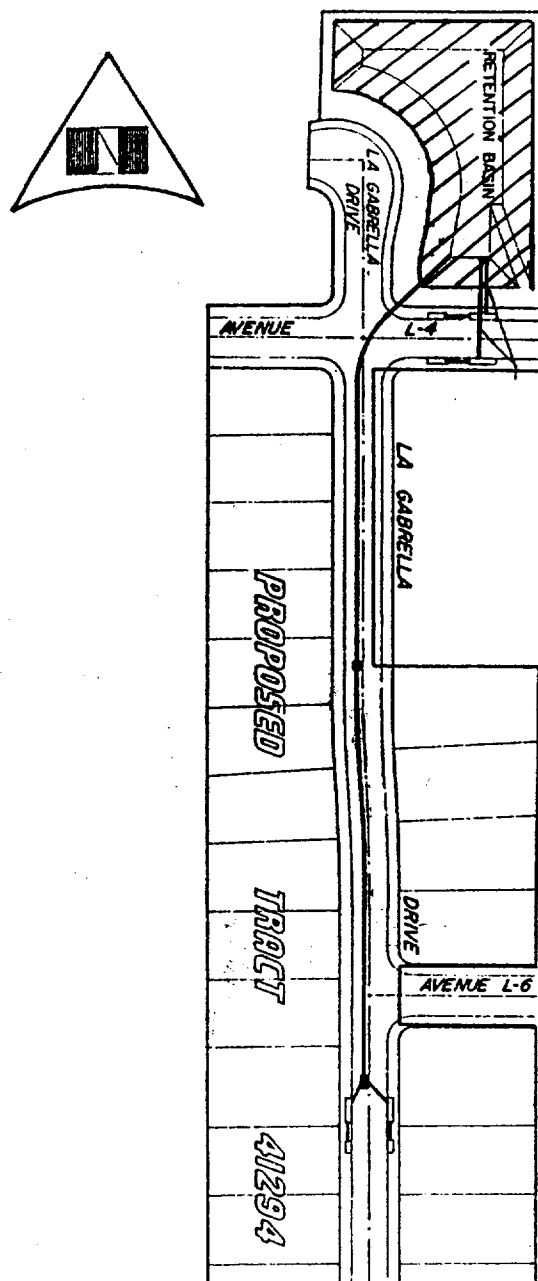
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DRAINAGE BASIN ASSESSMENT AREA NO. 15



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

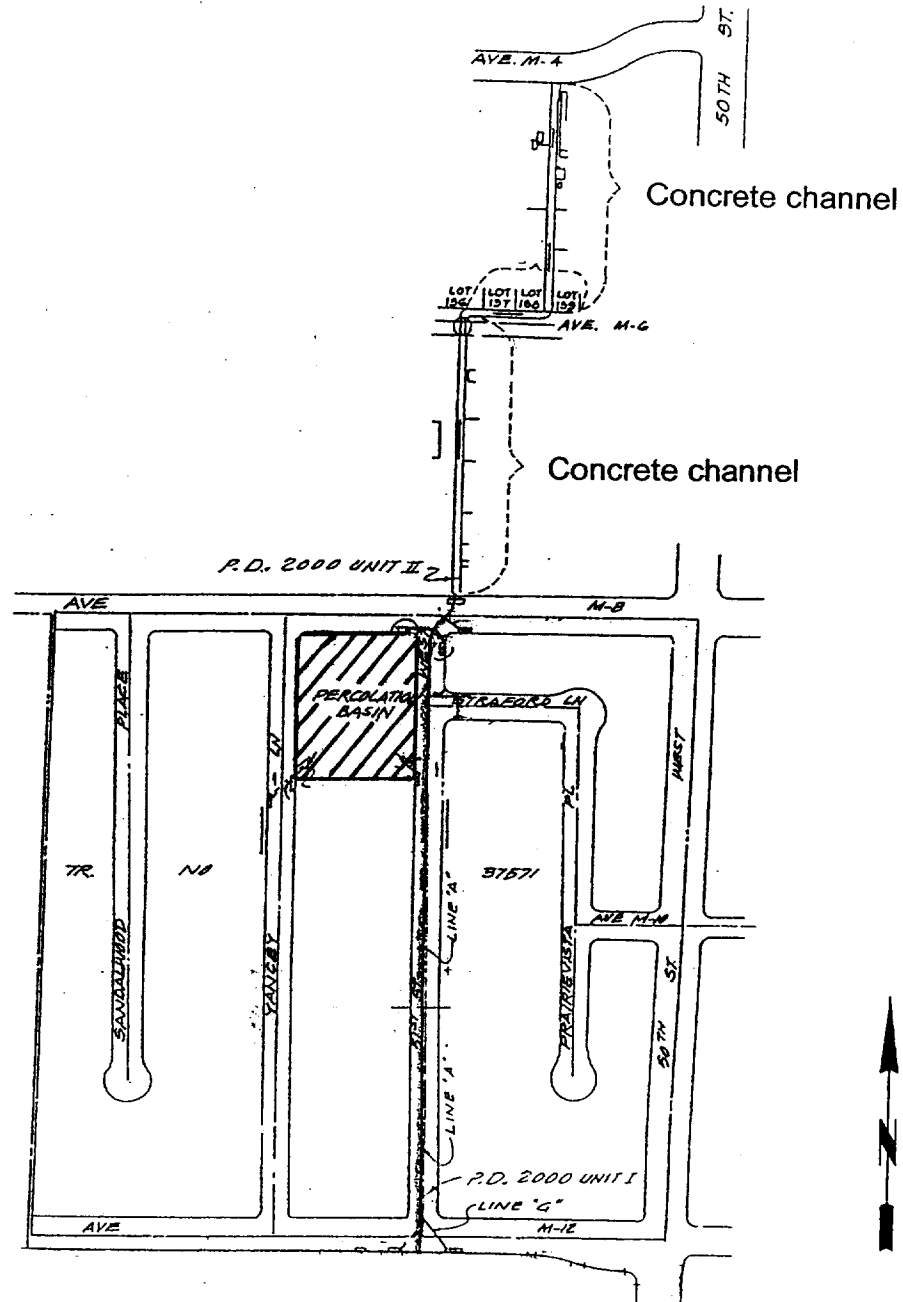
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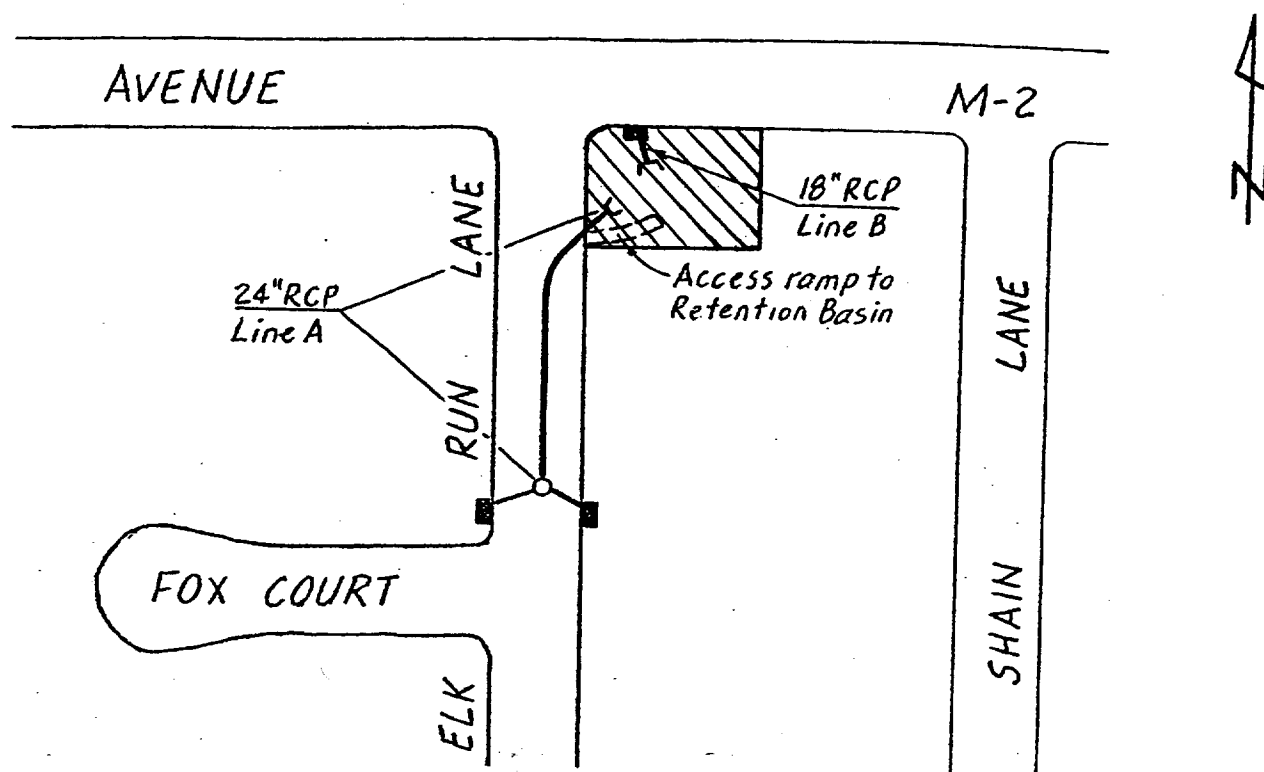
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RD 551

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DRAINAGE BASIN ASSESSMENT AREA NO. 22



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

D.B.A.A. No. 22

RD 551

TRACT No.

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PD No.

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JOB No.

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TG PAGE

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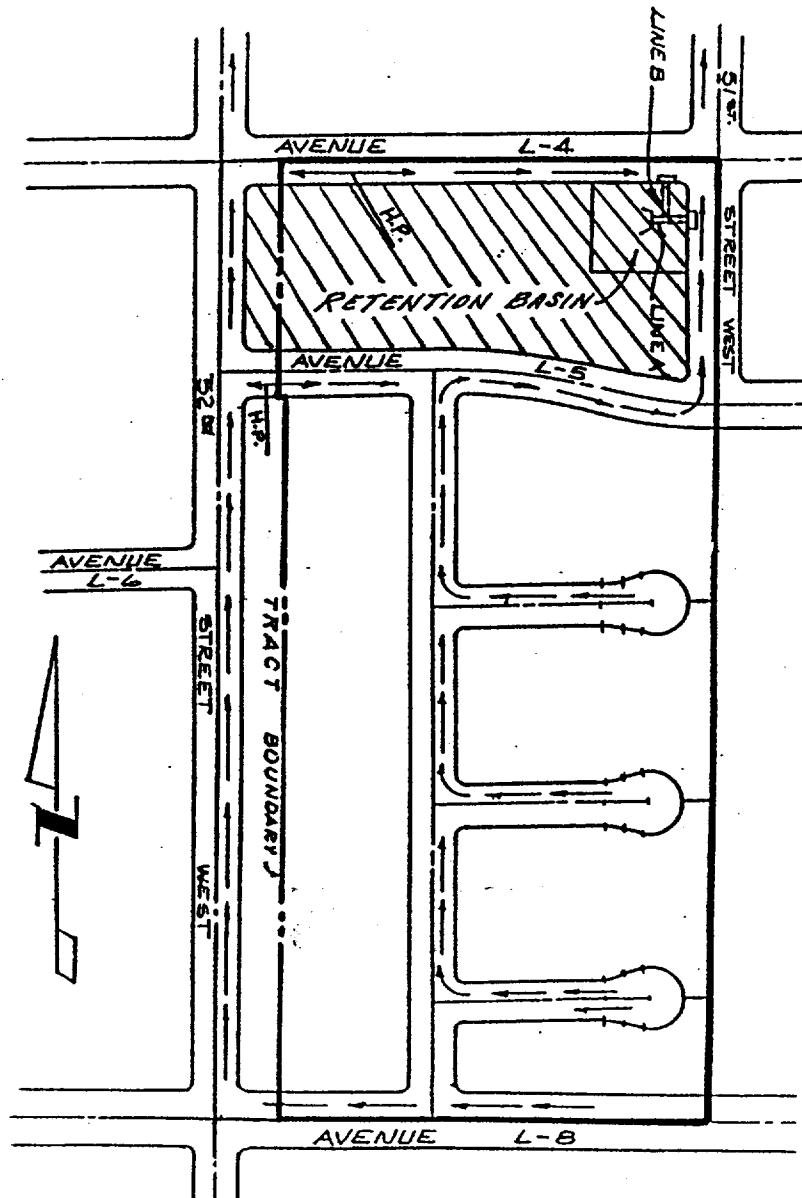
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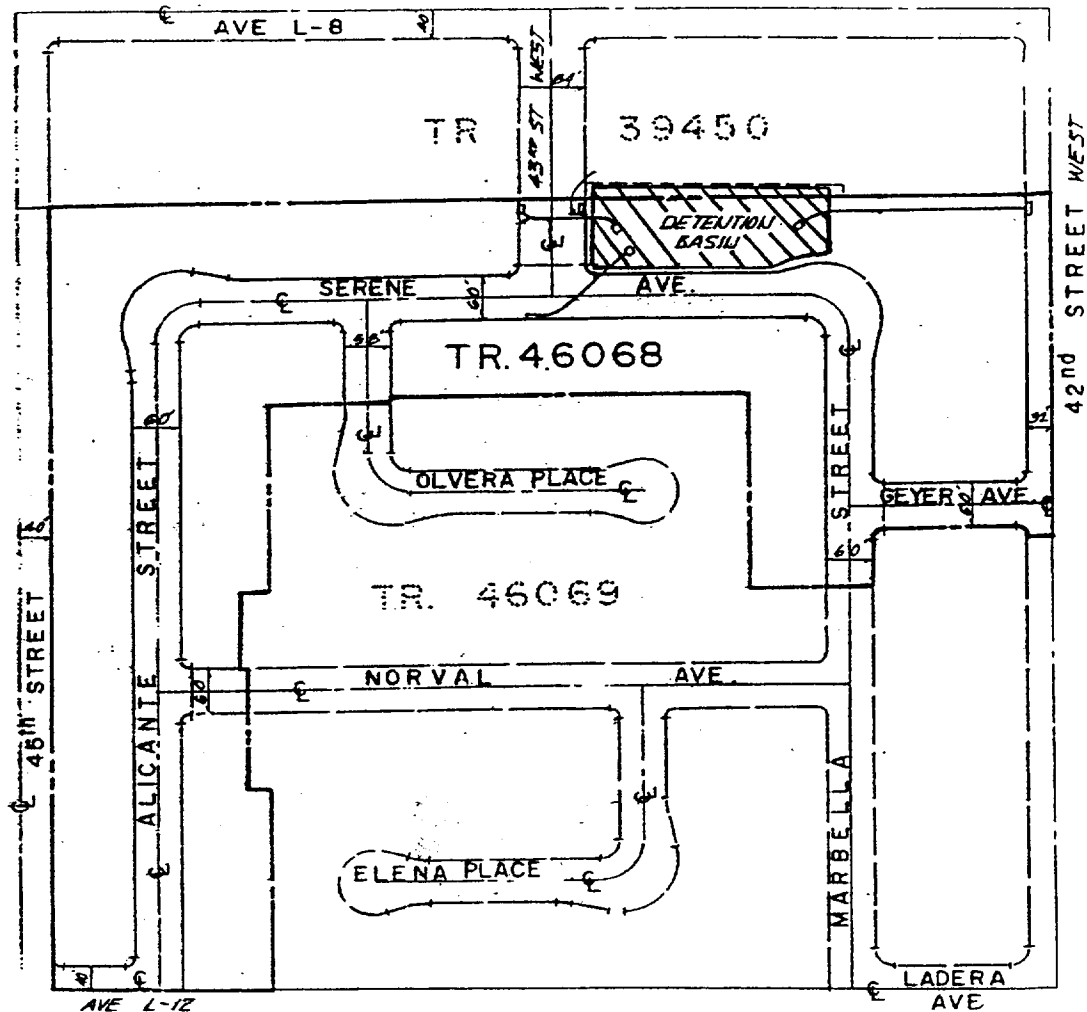
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DRAINAGE BASIN ASSESSMENT AREA NO. 23



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DRAINAGE BASIN ASSESSMENT AREA NO. 25



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

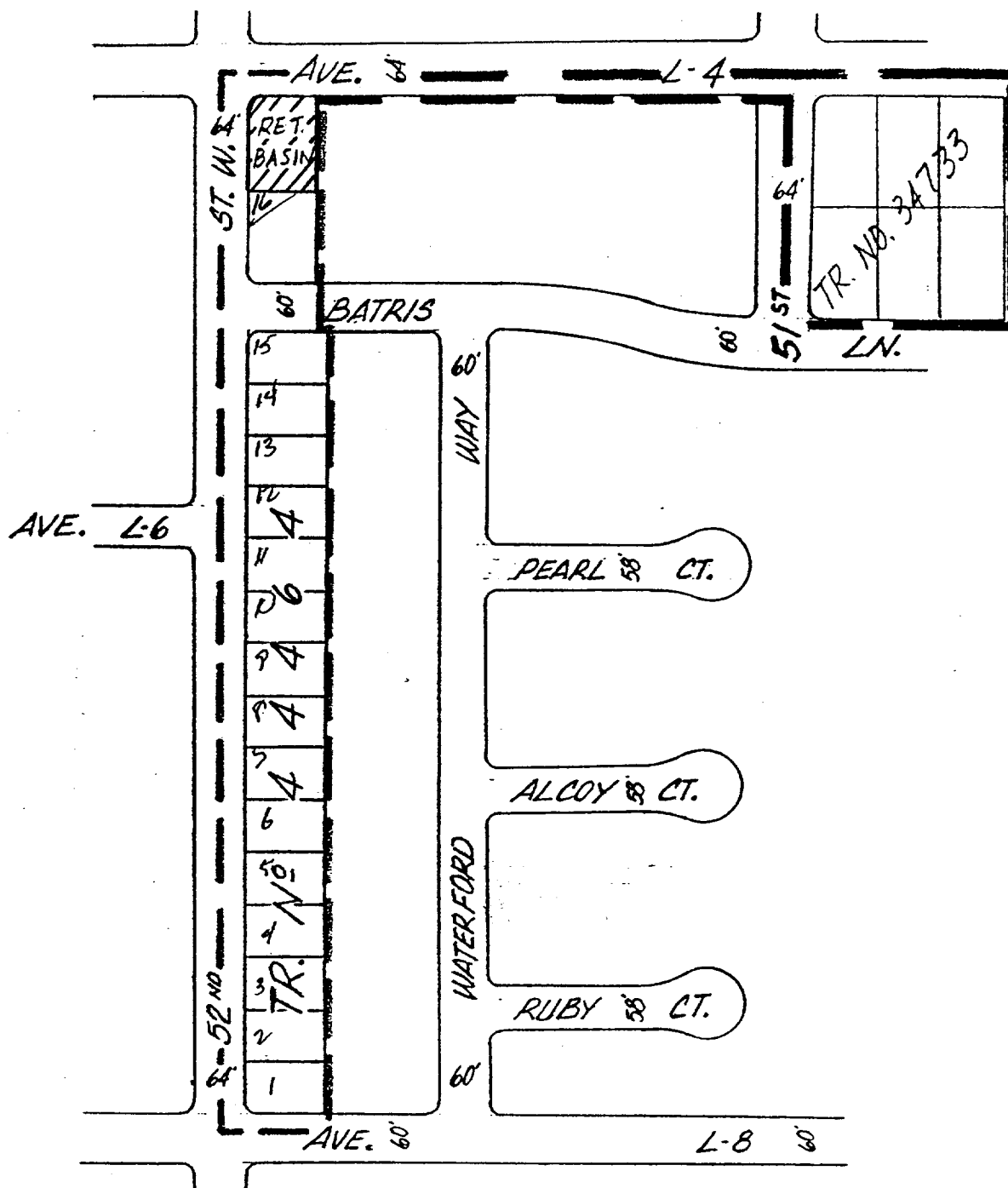
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D.B.A.A. No. 25

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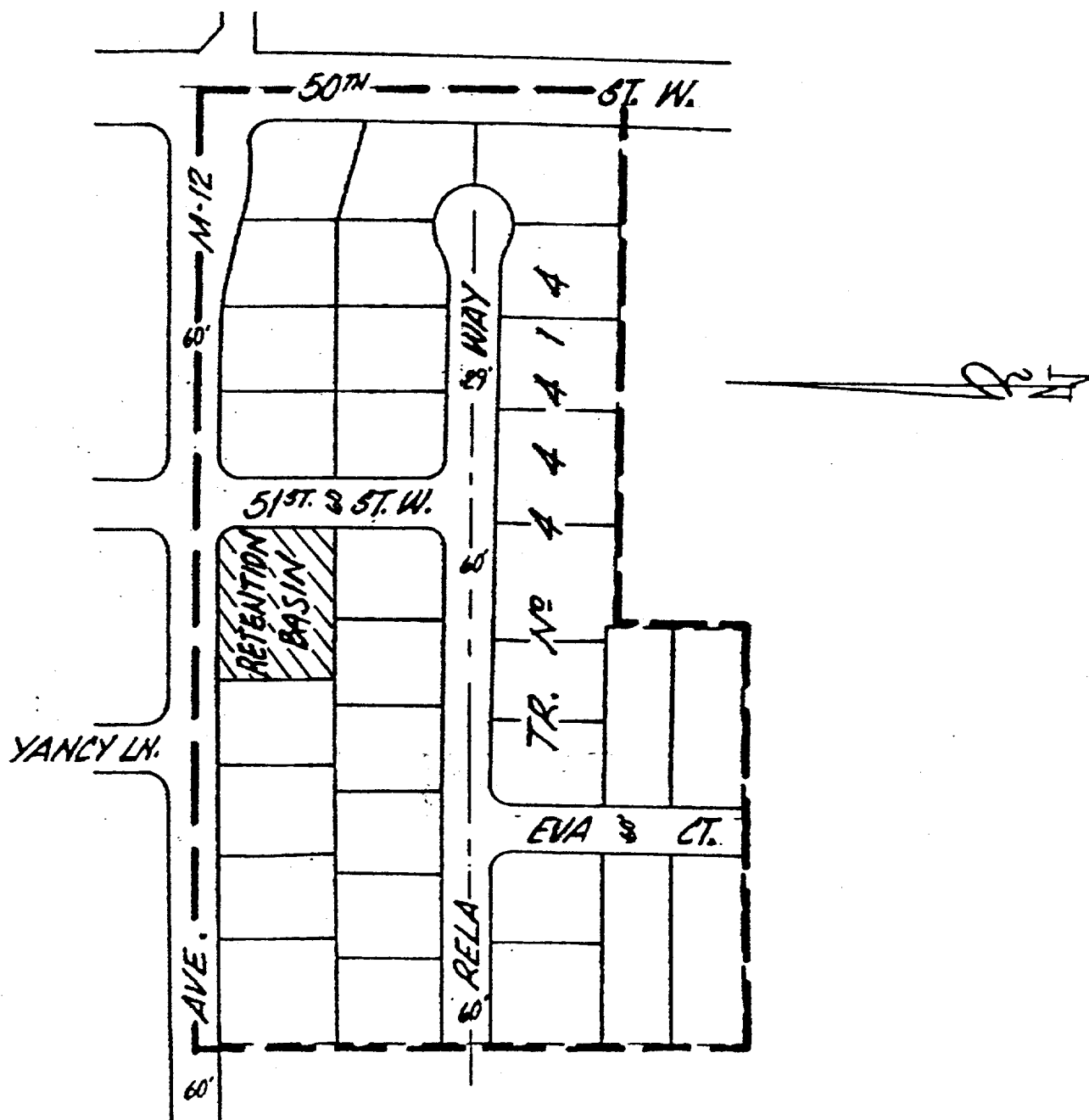
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DRAINAGE BASIN ASSESSMENT AREA NO. 28



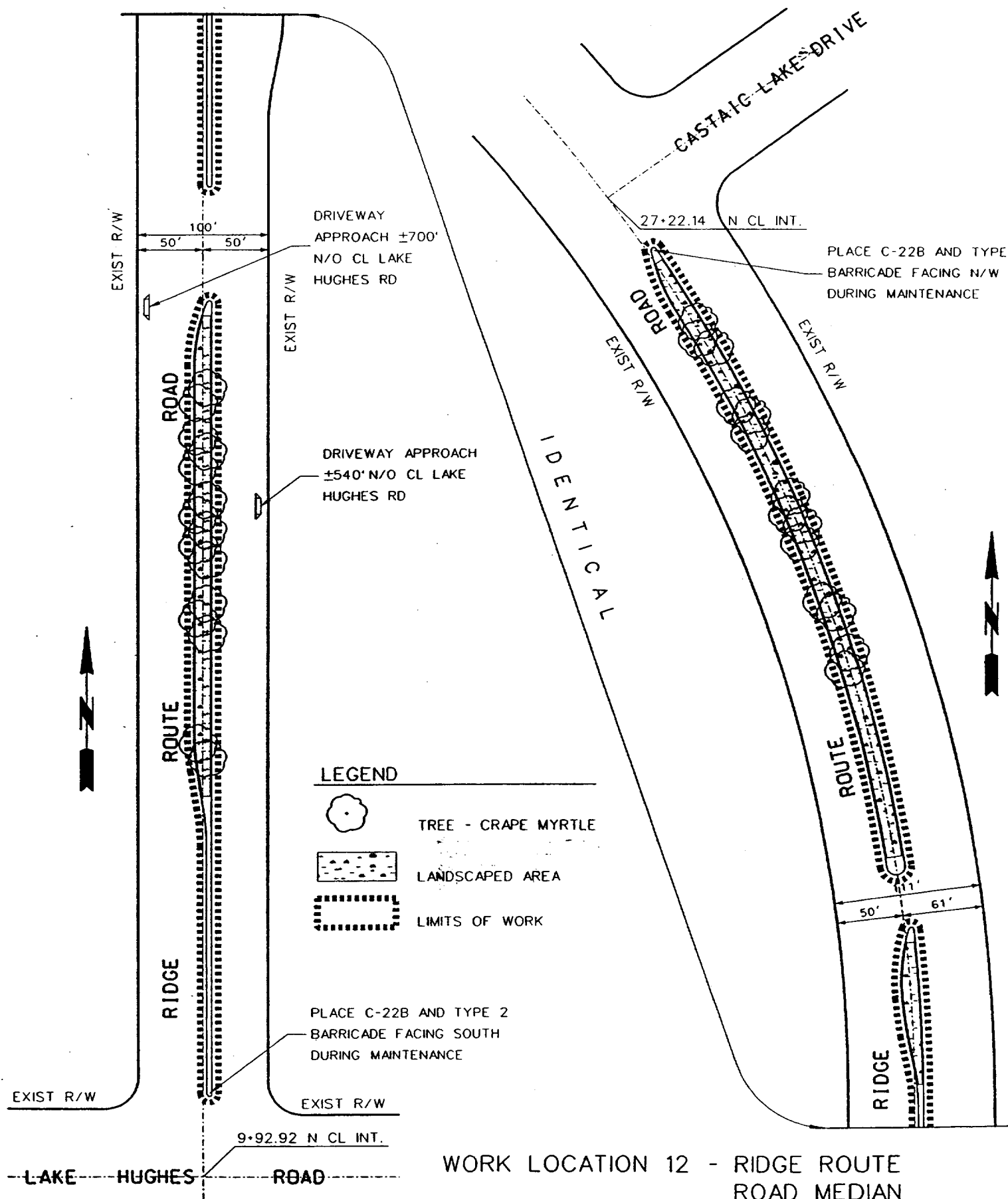
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

D.B.A.A. No. 28

RD 551

TRACT No. 44414	PD No. 2260	JOB No.	YG PAGE 4104-H7	SCALE NONE	DATE 01/13/04
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PROJECT NAME MEDIAN LANDSCAPE MAINTENANCE - RIDGE ROUTE RD - LAKE HUGHES ROAD / CASTAIC LAKE DRIVE

PROJECT I.D. No.

PROJECT ENGINEER G. TONG

C.E. NO.
C 60609

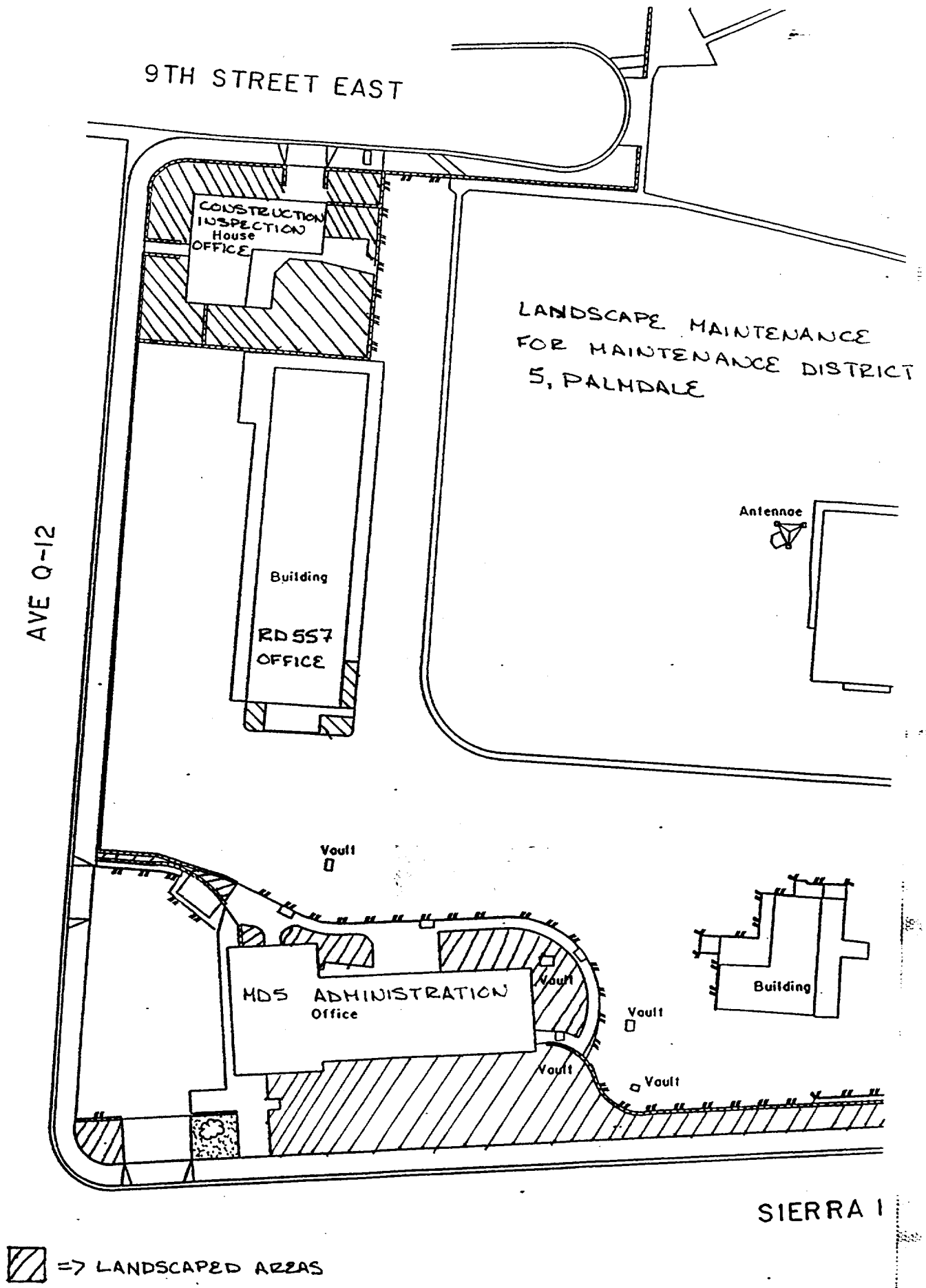
LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 5

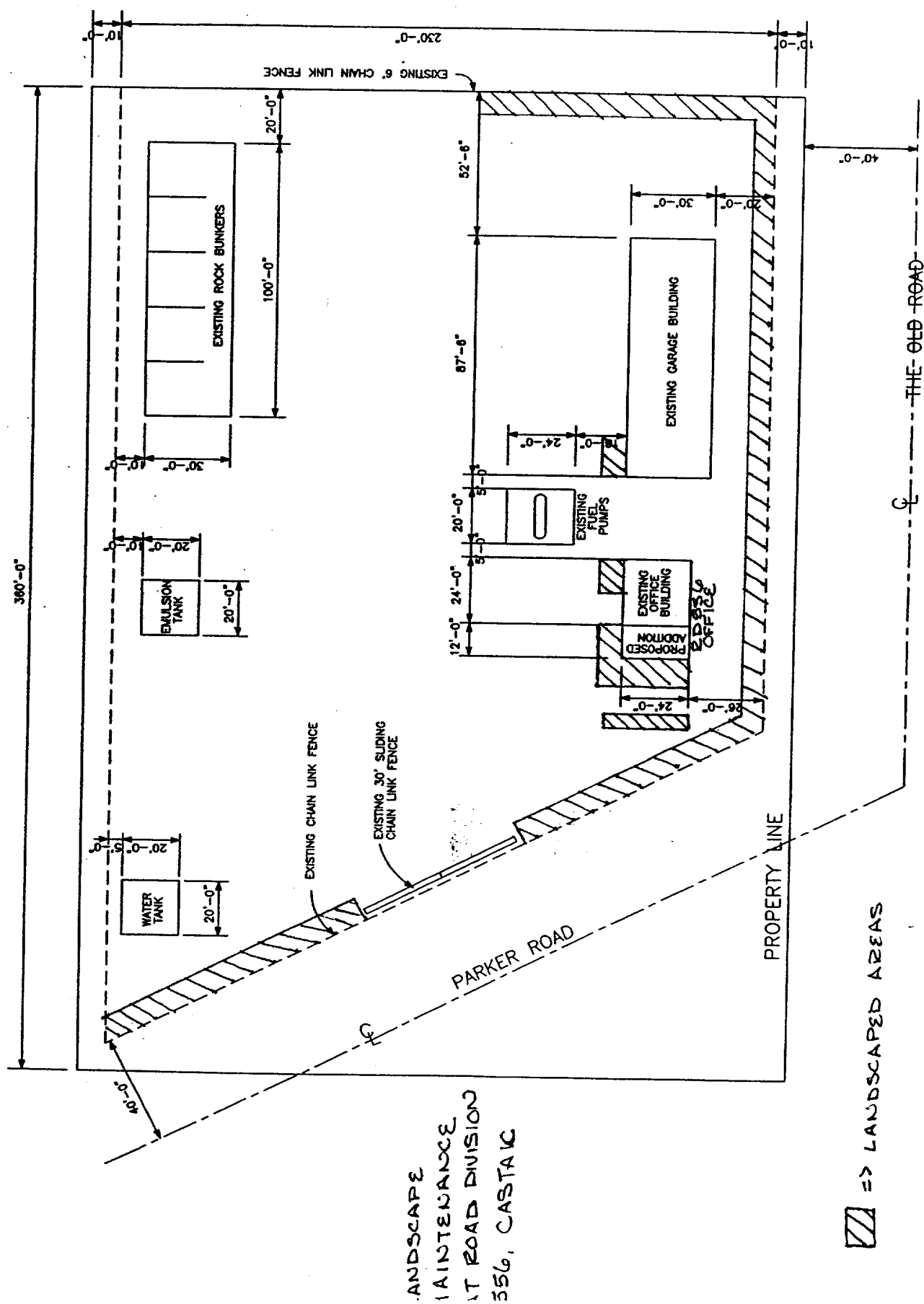
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FILENAME

SCALE
1" = 100'

SHEET
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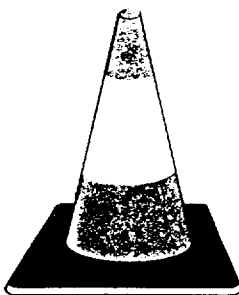
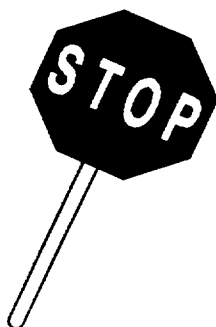
SITE PLAN



WORK AREA TRAFFIC CONTROL HANDBOOK

BNI Building News

1612 S. Clementine, Anaheim CA 92802 1-800-873-6397/Fax: (714) 535-8078



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NINTH EDITION

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Southern California Chapter
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TABLE OF CONTENTS

SECTION	PAGE
1. Introduction.....	1
2. General Information.....	1
3. Authority.....	5
4. Responsibility.....	5
5. Planning.....	6
6. Temporary Traffic Lanes.....	6
7. Control, Warning and Guidance Devices.....	9
8. High Speed Situations.....	15
9. Temporary Pavement Striping/Marking.....	15
10. Flagger Control.....	16
11. Pedestrian Traffic.....	17
12. Bicycle Traffic.....	18
13. Plate Bridging of Excavations.....	19
ILLUSTRATIONS	
Construction Signs.....	20
Warning Signs.....	26
High Level Warning Device.....	29
Delineators.....	30
Regulatory Signs.....	31
Barricades.....	33
Instructions to Flaggers.....	34
Maintenance Activity In Low Speed Street.....	36
Work Area in Parking Lane or Shoulder.....	37
Closing of Right Lane.....	38
Closing of Left Lane and Closing of Center of Street.....	39
Closing of Middle Lane.....	40
Closing of Half-Road.....	41
Closing of Local Street.....	42
Left Lane Closure Beyond Intersection.....	43
Pedestrian Control.....	44
Right Lane Closure Beyond Intersection.....	46
Work Within Intersection.....	47
Closure of Bike Lane.....	48

1 — INTRODUCTION

The purpose of this manual is to set forth basic principles and to recommend standards, to be observed by all those who perform work in a public street, which provide safe and effective work areas, and to warn, control, protect and expedite vehicular and pedestrian traffic. For purposes of this manual, the term "work" may include store openings, news events, commercial filming, theater events, etc.

2 — GENERAL INFORMATION

2-1 GENERAL

Proper traffic control techniques shall be effectively utilized to:

1. Reduce accidents.
2. Minimize injury to workers and the public.
3. Reduce damage to private and public property, including damage to the construction project and construction equipment.
4. Minimize the possibility of claims and litigation arising from construction zone accidents.
5. Reduce confusion to motorists, bicyclists and pedestrians.
6. Expedite traffic flow.
7. Improve public relations.

In order to assure driver understanding of traffic devices in work areas it is necessary to standardize the type and placement of signs, barricades and delineators. Nationwide standards are set forth in general terms in the *Manual on Uniform Traffic Control Devices* published by the U.S. Department of Transportation, Federal Highway Administration. State standards are established by departments of transportation and highways and contained in manuals published by such states.

2-2 DEFINITIONS

LONG-TERM STATIONARY: Work that occupies a location more than three (3) days.

INTERMEDIATE-TERM STATIONARY: Work that occupies a location from overnight to three (3) days.

SHORT-TERM STATIONARY: Daytime work that occupies a location from one (1) to twelve (12) hours.

SHORT-DURATION: Work that occupies a location up to one (1) hour.

MOBILE: Work that moves intermittently or continuously.

2-3 ABBREVIATIONS

AC----- ASPHALT CONCRETE
 ADT----- AVERAGE DAILY TRAFFIC
 AL----- ARROW LIGHTS
 ALT----- ALTERNATE
 BC----- BEGINNING OF CURVE
 BCR----- BEGINNING OF CURB RETURN
 CB----- CATCH BASIN
 CCR----- CALIFORNIA CODE OF REGULATIONS
 CF----- CURB FACE
 C&G----- CURB AND GUTTER
 CFR----- CODE OF FEDERAL REGULATIONS
 CL----- CENTER LINE
 CONC----- CONCRETE
 CONST----- CONSTRUCT, CONSTRUCTION
 COORD----- COORDINATE
 DBL----- DOUBLE
 DIA----- DIAMETER
 DWG----- DRAWING
 DWY----- DRIVEWAY
 DWY APPR - DRIVEWAY APPROACH
 EA----- EACH
 EC----- END OF CURVE
 ECR----- END OF CURB RETURN
 EG----- END OF GUTTER
 EL----- ELEVATION
 ENGR----- ENGINEER, ENGINEERING
 EP----- EDGE OF PAYMENT
 EXC----- EXCAVATION
 EX----- EXISTING
 FAS----- FLASHING ARROW SIGN
 FED----- FEDERAL
 FH----- FIRE HYDRANT
 GIS----- GEOGRAPHIC INFORMATION SYSTEM
 HGT----- HIGH OR HEIGHT
 HOV----- HIGH OCCUPANCY VEHICLE
 INSP----- INSPECTION
 LF----- LINEAR FOOT
 MAINT----- MAINTENANCE
 MAX----- MAXIMUM
 MIN----- MINIMUM

MH----- MANHOLE, MAINTENANCE HOLE
 MUTCD----- MANUAL ON UNIFORM
 TRAFFIC CONTROL DEVICES
 MISC----- MISCELLANEOUS
 MOD----- MODIFIED, MODIFY
 OC----- ON CENTER
 ORIG----- ORIGINAL
 PB----- PULL BOX
 PCC----- PORTLAND CEMENT CONCRETE
 PE----- PROFESSIONAL ENGINEER
 PL----- PROPERTY LINE
 PP----- POWER POLE
 PVMT----- PAVEMENT
 PVT----- PRIVATE
 R/W----- RIGHT-OF-WAY
 RCE----- REGISTERED CIVIL ENGINEER
 RR----- RAILROAD
 RTE----- REGISTERED TRAFFIC ENGINEER OR ROUTE
 RXR----- RAILROAD CROSSING
 SI----- INTERNATIONAL SYSTEM OF UNITS (METRIC)
 SPEC----- SPECIFICATIONS
 SR----- STATE ROUTE
 SSPWC----- STANDARD SPECIFICATIONS FOR
 PUBLIC WORKS CONSTRUCTION
 STD----- STANDARD
 SW----- SIDEWALK
 TS----- TRAFFIC SIGNAL
 TYP----- TYPICAL
 USA----- UNDERGROUND SERVICE ALERT
 WATCH----- WORK AREA TRAFFIC CONTROL HANDBOOK

2-4 INSTITUTIONS

AASHTO----- AMERICAN ASSOCIATION OF STATE
 HIGHWAY AND TRANSPORTATION
 OFFICIALS
 ANSI----- AMERICAN NATIONAL STANDARDS
 INSTITUTE
 ASTM----- AMERICAN SOCIETY OF TESTING AND
 MATERIALS
 CALTRANS - CALIFORNIA DEPARTMENT OF
 TRANSPORTATION

CAL/OSHA -- CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CHP ----- CALIFORNIA HIGHWAY PATROL
DOT ----- U.S. DEPARTMENT OF TRANSPORTATION
FHWA ----- FEDERAL HIGHWAY ADMINISTRATION
ITE ----- INSTITUTE OF TRANSPORTATION ENGINEERS
NEMA ----- NATIONAL ELECTRIC MANUFACTURER'S ASSOCIATION
NTSB ----- NATIONAL TRANSPORTATION SAFETY BOARD
OSHA ----- OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
PUC ----- PUBLIC UTILITIES COMMISSION
SCCRA ----- SOUTHERN CALIFORNIA COMMUTER RAIL AUTHORITY
UL ----- UNDERWRITER'S LABORATORIES INC.

2-5 UNITS OF MEASURE

ABBREVIATION	UNIT
cm.....	CENTIMETER
km.....	KILOMETER
m.....	METER
mm.....	MILLIMETER

METRIC CONVERSIONS

English to Metric	Metric to English
Length	
1 inch	25.4 mm
1 foot	0.3048 m
1 yard	0.9144 m
1 mile-5280 ft	1.6093 km
1 mm	0.0394 inch
1 m	3.2808 feet
1 m	1.0936 yards
1 km	0.6214 mile
Area	
1 square inch	645.2 mm ²
1 square foot	0.0929 m ²
1 cm ²	0.1549 in ²
1 m ²	10.7643 ft ²

3 --- AUTHORITY

No work may be performed in any public right-of-way without permission from the authorizing agency. Traffic control shall be in accordance with the provisions of the latest edition of this manual or the agency's permit for the work.

4 --- RESPONSIBILITY

All contractors, permittees or agencies doing work in public streets or public rights-of -way shall:

1. Obtain all necessary permits.
2. Provide timely notification to all affected agencies, including the following departments and public agencies:
 - A. Police Department
 - B. Fire Department
 - C. Department of Public Works/Transportation
 - D. Bus and Transit Companies
 - E. School Districts
3. Notify Underground Service Alert (USA) or local one-call center at least 48 hours prior to commencement of excavation.
4. Coordinate the work with all affected agencies and the public.
5. Inform occupants of abutting properties, either orally or by written notice, of access limitations made necessary by the work.
6. Install and maintain required traffic control devices.
7. Provide flaggers when required.
8. Schedule and expedite the work to cause the least inconvenience to the public.
9. Assure that survey crews and other employees working in or adjacent to a traveled roadway wear flagging garments as to required for flaggers.
10. Provide adequate safeguards for workers and the general public.
11. Patrol the construction site as required to insure that all devices are in place and operating **at all times**, especially at night and on weekends when work is usually not in progress.
12. Remove traffic control devices when they are no longer needed.

5 --- PLANNING

All work shall be planned well in advance to keep traffic obstructions, public inconvenience and lost working time to a minimum.

Those responsible shall visit the jobsite before starting the work to consider:

1. Traffic conditions.
2. Existing traffic controls.
3. Traffic lane requirements.
4. Physical features.
5. Visibility restrictions.
6. Problems of access to private property.
7. Business access and activities.
8. The type, number and location of signs, barricades, lights and other traffic devices required for the work.
9. Pedestrian traffic, including means of mitigating any adverse effect upon the blind or other physically disabled persons.
10. Trench profiles.

6 --- TEMPORARY TRAFFIC LANES

Temporary control of traffic in work areas requires provision of adequate street space to accommodate traffic demands, particularly during peak traffic hours. Temporary traffic lane requirements for **construction** activities in arterial streets may be specified on the permit, on the plan or in the contracts specifications. These requirements constitute a part of the work agreement and must be adhered to as rigidly as any other specification.

Whenever the pavement surface has been disrupted by profiling, paving overlay, temporary trench resurfacing, steel plating, hose placement, etc., warning signs describing the pavement surface shall be installed. Pavement surface disruptions of 12.7mm (1/2 in) or greater may create an operating problem for automobiles, motorcycles, bicycles or pedestrians. Examples of uneven pavement signing may include the "symbol" uneven lanes, "Steel Plates Ahead" sign or "Bump" sign.

Pavement disruptions of 38mm (1 1/2 in) or greater shall have a beveled edge of four (4) horizontal to one (1) vertical.

6-1 MAINTENANCE

Maintenance activities in arterial streets shall be planned and scheduled to minimize interference with traffic. Except for emergency situations, no maintenance work shall encroach into moving lane of traffic between the hours of 7:00 to 9:00 a.m. or from 3:30 to 6:00 p.m. unless otherwise authorized.

All temporary traffic lanes shall be a minimum of 10 feet (3.0m) in width unless otherwise authorized. This 10-foot (3.0m) minimum lane width is essential for the safe movement of buses, trucks and trailers. In addition, temporary traffic lanes shall have a minimum of 5 feet (1.5m) clearance from open excavations and a minimum of 2 feet (0.6m) from vertical obstructions such as curbs and concrete barriers, unless otherwise approved. The 2-foot (0.6m) clearance at the curb is required due to the tendency of drivers to shy away from the curb or obstruction behind the curb, resulting in encroachment into the adjacent traffic lane, whereas additional clearance from an open excavation is required because the open excavation is recognized by the driver as a greater problem. The 5-foot (1.5m) clearance also reduces the surcharge from traffic loads on the nearest face of the excavation and provides workers with a reasonable space in which to work without the need to step into the adjacent traffic lane.

When traffic is diverted from the existing pavement, temporary surfacing shall be provided and shall be in conformance with the current standard specifications for such work issued by the authorizing agency.

Construction equipment not actively engaged in the work, employee vehicles and official vehicles of the agency shall not be parked in the vicinity of the work in such a manner as to further restrict or obstruct traffic flow. Vehicles and equipment in continuous or frequent use may be operated or parked in the same traffic lane as the work obstruction. Construction spoil or materials may be similarly stored in this area or on the nearby parkway or sidewalk area, provided four feet (1.2m) of sidewalk is kept clear for pedestrian use. To prevent the spoil bank from occupying too great a space at its base, toe boards may be used to keep it two feet (0.6m) from the edge of the excavation on one side and two feet (0.6m) from the edge of the traffic lane on the other.

6-2 COVERING OF TRAFFIC SIGNAL INDICATIONS

If the Work Zone Traffic Control Plans or Temporary Traffic signal modification plans call for the temporary covering of traffic signal indications, the following requirements shall be met.

Vehicular Indications

The entire signal indication or portions of the indications (as shown on the plans) shall be covered with a cover manufactured for that purpose. The cover material shall be cloth, plastic, or metallic and shall be a matte contrasting color to the signal head. Cardboard, wood, plastic sheets, or other field fabricated temporary covers shall not be used. Adhesive tape shall not be used to attach any covers to the signal indications. No holes shall be drilled in any vehicle indication to attach the covers.

Pedestrian Indications

The entire pedestrian indication shall be covered with a cover manufactured for that purpose. The cover material shall be cloth, plastic, or metallic and shall be a matte black color. Cardboard, wood, plastic sheets, or other field fabricated temporary covers shall not be used. Adhesive tape shall not be used to attach any covers to the pedestrian indications. No holes shall be drilled in any pedestrian indications to attach the covers. If audible pedestrian signals are in place, the audible warning device shall be temporarily disabled for the crossing taken out of service.

Pedestrian Push Button

Pedestrian push buttons message signs shall be removed, reversed and remounted on the pedestrian push button assembly or, a pedestrian push button assembly cover may be used instead of reversing and remounting the pedestrian push button message signs.

Audible Pedestrian Signals

During construction operations where a signalized crosswalk with audible pedestrian signals must be taken out of service, the audible pedestrian signal must be disabled. This can be accomplished by temporarily removing the load switches for the pedestrian indications (which de-energizes the pedestrian indications and audible pedestrian signals) within the traffic signal controller cabinet. The pedestrian indications must be covered as described above.

7 — CONTROL, WARNING AND GUIDANCE DEVICES

The most effective system of warning and guidance is provided through the properly planned usage of standard devices, uniformly placed and well maintained. Simplicity is the keynote to effectiveness. Excessive signs, barricades, delineators and lights only confuse the driver.

All control, warning and guidance devices shall conform to this handbook and to the manual covering warning signs, lights and devices for use in performance of work upon highways, as may be published by the department of transportation or highways of the state in which the local adopting agency is located.

Devices fall into six categories: Signs; Barricades; Delineators; High Level Warning Devices; Warning Lights/Illumination; and Flashing Arrow Signs. Examples of their uses are shown on pages 20 through 47.

7-1 SIGN TYPES

Traffic signs are classified into several functional groupings: Construction, Warning, and Regulatory.

The Construction (C) series, illustrated on pages 20 through 25, is to be used only for construction or maintenance work on or adjacent to the street. The Warning (W) series, shown on pages 26 through 28, when used for temporary situations shall be black on orange. When the Warning signs are used for permanent situations they shall be black on yellow. Signs in the Regulatory (R) series are shown on pages 31 and 32.

Existing Regulatory signs within or adjacent to the work area must be maintained by the contractor or permittee.

If existing signs are not appropriate for traffic conditions in the work area, the authorizing agency shall be notified to determine if signs shall be covered, replaced or relocated.

7-2 SIGN PLACEMENT

Temporary "No Parking" signs shall be installed and removed as directed by the authorizing agency.

The location of the signs as shown in the illustrations are guidelines, and actual locations will depend upon alignment, grade, location of street intersections and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to

resist displacement. The bottom of signs should be at least one foot (0.3m) above the roadway unless mounted on barricades located outside of the traveled roadway. Vertical clearance for signs where pedestrian traffic is permitted shall be seven feet (2.1m). Advance Warning signs shall be located on the right-hand side of traffic lanes. On divided highways, supplemental Advance Warning signs shall be placed on the divider.

All signs which are to convey their messages during darkness shall be reflectorized or illuminated. No signs or supports shall bear any commercial advertising.

Signs shall be installed immediately before work is to commence and shall be removed immediately after work is complete. If at any time a sign is not required, it shall be covered or removed.

7-3 BARRICADES

Barricades serve the following purposes:

1. To alert the public to the fact that a particular area is closed to traffic.
2. To prevent drivers and pedestrians from entering the area.
3. To protect workers.
4. To support signs and warning lights.

Barricades shall not be placed in a moving lane of traffic without advanced warning, such as a high level warning device and appropriate delineation.

Barricades shall be one of three types: Type I, Type II or Type III. The characteristics and specifications are shown on page 33.

The Type III barricade is the largest type and is normally used for closing streets to through traffic and for other major operations where the barricades must remain in place for extended periods.

When barricades are used to close a street, normally they should be placed so there is no gap large enough for a vehicle to pass, except where necessary to provide access for local traffic or emergency vehicles.

Type III barricades have the following advantages:

1. Provide large surface areas that can be readily seen by approaching traffic.
2. Provide a positive barrier at the limits of the work area.
3. Have greater stability and are not likely to be blown over.

Type I barricades should not be used where they would be encountered by blind pedestrians unless horizontal tie bars are provided not more than six inches (150mm) from the bottom of the barricade. Marking for barricade rails shall be alternate orange and white stripes sloping downwardly to the left at an angle of 45 degrees. The entire area of white and orange shall be effectively

reflectorized for nighttime use. The minimum reflectorized area facing traffic shall be 270 square inches (0.2m²).

The predominant color for other barricade components shall be white. Owner identification shall not be imprinted on the reflectorized face of any rail.

On high-speed highways or in other situations where barricades may be susceptible to overturning in the wind, sandbags should be used for ballasting. Sandbags may be placed on the lower parts of the frame or stays to provide the required ballast barricades.

7-4 CHANNELIZING DEVICES

Channelizing devices are markers which aid the driver in determining the location and alignment of the traffic lane. Channelizing devices include, but are not limited to cones, portable delineators, drums, barricades, temporary raised islands and barriers. Typical examples of acceptable channelizing devices are shown on page 30. Channelizing devices are used:

1. To channel and divert traffic in advance of work zones.
2. To define traffic lanes through the work zone.
3. To define a change in the position of the existing lanes around the work zone.
4. To define curves and the edges of the roadway on detours.

By day, position, spacing, form, texture, size and color determine the effectiveness of the channelizing device. By night, position and visibility determine the effectiveness. All channelizing devices used at night shall be adequately reflectorized.

On arterial streets, opposing traffic shall be separated by delineators, traffic striping, or raised pavement markers. Where traffic is diverted into a painted median to the left of an existing double yellow centerline or into a left turn lane, delineators shall be utilized beyond the work area to return traffic to normal lanes.

For low speed situations delineator-mounted directional arrows may be used.

Channelizing devices shall be of a material that will withstand impact without appreciable damage to the device or to a striking vehicle. Due consideration also must be given to the necessity for stability against knockdown from wind or turbulence due to passing traffic. Devices which could roll into the adjacent traffic lane when hit shall not be used. Metal or wooden posts mounted in concrete-filled buckets or on old automobile wheels are examples of the types which are prohibited.

Channelizing devices should be constructed and ballasted to perform in a predictable manner when inadvertently struck by a vehicle. Cones can be doubled up to increase their weight. Some cones are constructed with bases, or flexible weighted rings that can be dropped over the cones and onto the base to provide added stability. Ballast, however, should not present any safety concerns if the cones are inadvertently struck.

Portable delineators can either be affixed to the pavement with anchor bolts or adhesive, using weighted bases or weights that can be dropped over the portable delineators and onto the base to provide added stability.

Drums shall be constructed of low-density polyethylene material and shall be flexible or collapsible upon impact by a vehicle. The drums shall be designed to resist overturning by means of weighted base that will separate from the drum when struck by a vehicle. The base shall be of sufficient weight to keep the drum in position and upright. Ballast for drums if used shall be either sand or water contained within the base or an external ring(s) placed over (and around) the drum, resting on the base. Drums should not be weighted with sand, water or any material to an extent that would make them a problem for motorists, pedestrians or workers. When they are used in regions susceptible to freezing, they should have drainage holes in the bottom so water will not accumulate and freeze. Ballast shall not be placed on top of the drum.

7-5 HIGH LEVEL WARNING DEVICES

High level warning devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.

High level warning devices shall be at least eight feet (2.4m) high with legs, base or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High level warning devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be 16 inches (0.4m) square (minimum) and fabricated of high visibility orange material. Torn or dirty flags shall be immediately replaced.

The high level warning device is shown on page 29 and shall be used at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.

7-6 WARNING LIGHTS—ILLUMINATION

Yellow flashing warning lights are optional and shall be used only outside the work area and to provide advance warning. Flashing warning lights shall not be used to channelize traffic; to separate opposing traffic; or to delineate the path that traffic is to follow. (It is not intended to prohibit the use of flashing warning lights which are uniformly spaced, interconnected and sequentially cycled). Flashing warning lights used for advance warning must be clearly distinguishable from the primary delineation and shall be positioned above the normal reflectorized barricades.

Warning lights are portable, lens directed, enclosed and mounted at a minimum height of three feet (0.9m) measured from the bottom of the lens to the underlying surface. The color of the light emitted shall be yellow. They may be used in either a steady burn or flashing mode. Barricade warning lights shall be in accordance with the requirements of ANSI D.10.1.

WARNING LIGHTS

	Type A		Type B	Type C
	Low Intensity	High Intensity	High Intensity	Steady Burn
Lens Size	7" dia. (108mm)	12" dia. (300mm)		—
Lens Directional Faces	1/2" (13mm) border			
Flash Rate per Minute	1 or 2		1	1 or 2
Flash Duration ¹	55 to 75		55 to 75	Constant
Minimum Effective Intensity ²	10%		8%	Constant
Minimum Beam Candle Power ²	40 Candles		35 Candles	—
Hours of Operation	—	Dusk to Dawn	24 hrs/day	2 Candles Dusk to Dawn

1. Length of time that instantaneous intensity is equal to or greater than effective intensity.
2. These values must be maintained within an elliptical pattern 9 in. (230mm) on each side of the vertical axis; and 5 in. (125mm) below the horizontal axis.

Type A low intensity flashing warning lights are most commonly mounted on separate portable supports or in Type I or Type III barricades. They are intended to continually warn the driver that he or she is approaching or adjacent to a hazardous area.

Type B high intensity flashing warning lights are normally mounted on the advance warning signs or on independent supports. Because these lights are effective for both daytime and nighttime use, they should be operated 24 hours per day.

Type C steady burn lights are intended to be used to delineate the edge of the traveled way on detour curves, lane changes, lane closures and other similar conditions.

Because of fire hazard, torches and flares shall be used only in patrolled emergency situations or when a flagger is on duty.

7-7 FLASHING ARROW SIGNS (FAS)

Flashing arrow signs (FAS) are sign panels with a matrix such as Incandescent, L.E.D. or Halogen lights capable of sequential arrow displays. All FAS shall meet the following requirements:

TYPE	MINIMUM SIZE	MINIMUM NO. OF PANEL LAMPS	MINIMUM LEGIBILITY DISTANCE
I	30" x 60" (0.75 x 1.5m)	13	¾ mile (1.2 km)
I	48" x 96" (1.2 x 2.4m)	15	1 mile (1.6 km)

FAS are intended to supplement, not replace, other work area traffic control devices. They provide additional, high level, advance warning of lane closures. FAS are effective for all lane closures and should be considered for all high speed situations.

FAS shall be used on all primary and secondary arterial streets and highways and on any other locations required by the agency. They will also be considered for all high speed situations on any streets or highways. Location of FAS are shown in the traffic control placement details of this manual and varied as needed to achieve the desired recognition.

7-8 FLASHING ARROW BAR (FAB)

Flashing Arrow Bars are a matrix of electric, halogen or L.E.D. lights capable of a sequential arrow display mounted on a vehicle, a minimum of 1.07m (42in) in length with capabilities of different flashing modes. The different flashing modes shall be a left arrow, right arrow, double arrow and caution bar. The FAB shall have a minimum of eight lamps per panel.

FAB's shall be used with other vehicular mounted warning lights such as flashing strobe lights, rotating flashing beacons and/or vehicular light bars. FAB's shall be used to provide traffic control for lane closures. Additional warning devices such as delineators, signs and/or guidance devices may be required by the agency.

8 — HIGH SPEED SITUATIONS

When the prevailing speed of traffic is 45 MPH (70 Km/Hr) or greater, the following increases and the minimum standards shall apply:

1. A flashing arrow sign should be used for each lane closed.
2. The minimum height for traffic cones should be 28 inches (0.7m).
3. A minimum of two of the lane closure signs (C20) should be posted in advance of a lane closure delineation. The lane closure signs should be posted in accordance with the recommended spacing shown on Chart A on page 49 of this manual.

9 — TEMPORARY PAVEMENT STRIPING/MARKING

The authorizing agency shall determine the need for and extent of striping removal and restriping to supplement devices used for delineation.

On major construction projects where traffic is diverted for extended periods, pavement striping or markers are required to assure positive delineation and minimize driver confusion.

In addition to major construction projects, restriping shall be considered for minor construction or maintenance activities under the following conditions:

1. When traffic is to be diverted to the left of an existing double yellow centerline for two or more consecutive nights.
2. When the work area is adjacent to an intersection and results in a transition within the intersection.
3. When the traffic lane is continuously obstructed for more than one week on any street where traffic volumes require two or more lanes in a single direction.
4. In other unusual situations where traffic and physical conditions, such as speed or restricted visibility, require special treatment.

When temporary pavement striping or markings are provided, the existing striping or markings shall be completely removed by one of the following methods:

- A. Wet abrasive Blasting
- B. Hydro Blasting

- C. Vacuum Blasting
- D. Grinding

Dry abrasive blasting for removal of surface preparation for application of pavement markings of less than 92.90m² (1,000ft²) or for surface preparation for raised traffic markings shall used certified abrasives per the California Air Resources Board (CARB) and/or the South Coast Air Quality Management District (AQMD).

All blasting or grinding shall be done with consideration and/or protection of pedestrian and vehicular traffic, and surrounding businesses, homes, landscaping, etc. When grinding or removing raised pavement markers (RPM) the contractor shall repair the pavement as directed by the agency.

Covering of striping or markings with black paint shall not be permitted, except as a temporary measure until sandblasting of the striping or marking can be done. The sandblasting shall be done within 24 hours of the application of the black paint.

Detour grade temporary traffic striping tape (black matter only) may be used if approved by the agency.

The authorizing agency must approve any striping and marking changes. Responsibility for striping installations and removals shall be by the permittee or contractor, or agency, as established by the agency.

In any event, during or following construction where centerline delineation has been obliterated, the contractor shall at all times provide temporary delineation. This delineation shall consist of temporary reflectorized raised pavement markers, temporary reflectorized lines or other approved reflectorized delineation devices.

10 — FLAGGER CONTROL

Flaggers are required:

1. Where workers or equipment intermittently block a traffic lane.
2. Where plans or permits allow the use of one lane for two directions of traffic, two flaggers are required, one for each direction of traffic.
3. Where the safety of the public and/or workers determines there is a need.

Flaggers must be selected with care and certified where required. They shall be alert, intelligent, neat in appearance, have good hearing and eyesight and should be trained in the proper fundamentals of flagging traffic before being assigned as flaggers. They should be stationed far enough from the work to slow down or stop vehicles before they enter the work area.

A symbol sign of a flagger (C9A) shall be placed as far ahead of the flagger as practicable. (See illustrations on pages 21, 34 and 35.)*

All flaggers shall be provided high visibility clothing. Flaggers shall wear orange, strong yellow-green or fluorescent versions of these colored warning garments such as vests, jackets, or shirts. Rainwear, when worn, shall be orange, strong yellow-green or yellow. During hours of darkness, flaggers shall be outfitted with garments of retroreflective material that shall be visible at a minimum distance on 305m (1000ft). The reflectorized clothing or the retroreflective material added to the clothing shall have a minimum of one horizontal stripe around the torso. White outer garments with retroreflective material may be worn during the hours of darkness in lieu of colored vest, jackets and/or shirts. Flaggers shall be equipped with a sign paddle. From sunset to sunrise flagger stations shall be illuminated such that the flagger will be clearly visible to approaching traffic. Lights for illuminating the station shall be approved by the authorizing agency. Flagging procedures (signaling) shall be the same as those prescribed for day work. Under emergency conditions the flagger may use a flashlight and hand signals to direct traffic, until proper illumination can be effected.

The hand and equipment to be used by flaggers for controlling and directing traffic are shown on pages 34 and 35.

*For high speed situations a "Prepare to Stop" (C36) sign should also be used.

11 — PEDESTRIAN TRAFFIC

When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to pedestrian safety. Because pedestrians move at a relatively slow rate, a minimum of advance warning is required. However, effort must be

made to separate the pedestrian from the work area. (See illustrations on pages 44 and 45.)

Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs, must be utilized so that the passageway for pedestrians, especially visually impaired and other physically disabled persons, is safe and well defined.

Walkways in construction areas shall be maintained at least 1.2m (4ft) in width and all vertical changes in grade shall be ramped to accommodate pedestrians with disabilities.

Where walks are closed by construction, an alternate walkway shall be provided, preferably within the parkway. Where it is necessary to divert pedestrians into the parking lane of a street, barricading or delineation shall be provided to separate the pedestrian walkway from the adjacent traffic lane. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic. Whenever work is performed at an intersection, pedestrian crossings shall be maintained across at least three legs of the intersection at all times or as directed by the agency. Any deviation from the above must have prior approval of the authorizing agency.

At locations where adjacent alternate walkways cannot be provided, appropriate signs, closely spaced barricades, and warning tape must be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrian traffic across the street and physically discourage pedestrians from entering the work area.

12 --- BICYCLE TRAFFIC

When performing work on any roadway, attention should be directed towards the probability of encountering bicycle traffic. Roadways adjacent to work areas, particularly shoulders or parking lanes, must be kept free of obstructions or other hazards to bicyclists.

When performing work on roadways designated as a bike route or where separate bike lanes are present, special attention needs to be given to bicyclists. When a striped bike lane is closed for construction, signing shall be installed to terminate the bike lane and advise motorists that previously separated bicycle traffic will be in the traveled way (see illustration on page 48).

Barricades used at the terminus shall be spaced closely to prevent physical passage by bicyclists into the work area. Warning tape may be used to close the gap between barricades.

13 --- BRIDGING OF EXCAVATIONS

When necessary, trenches and other excavations within the public right-of-way shall be bridged as required by the agency. The bridging shall be placed to permit an unobstructed flow of traffic. Advance warning signs shall be required when trenches and other excavation are bridged in the traveled way. The signs shall conform to the type shown on page 28 and be placed in conformance with Chart A.

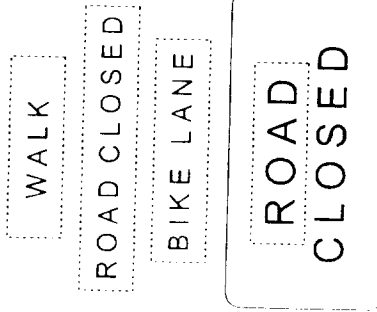
CONSTRUCTION SIGNS

C1



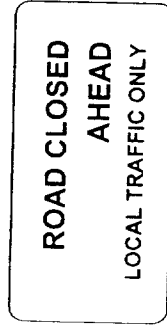
Use when traffic is diverted to a temporary roadway or route.

C2



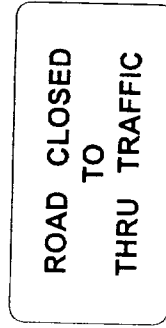
Use where road is closed to through and local traffic

C3

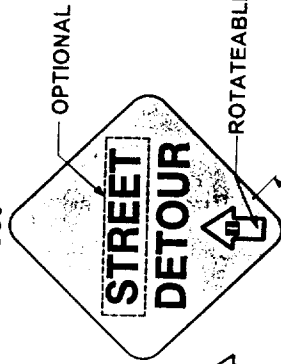


Use where detour is provided.
Use plate to show distance.

C3A



SC9



3" SQUARE PATCH OF VELCRO (HOOK) EPOXIED TO THE BACK OF ARROW.
11" TO CENTER OF 3" SQUARE VELCRO PATCH (PILE) EPOXIED TO FRONT OF SIGN.

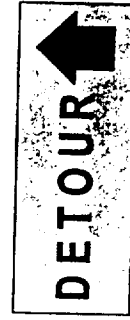
MOVEABLE ARROW: ARROW DIRECTIONS ARE VERTICAL, HORIZONTAL OR DIAGONAL, TO BE ADJUSTED WHEN SIGN IS PLACED

C5 (Rt. or Lt.)

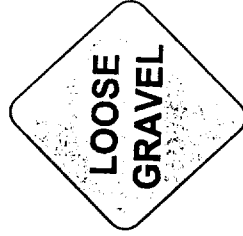


Use only where traffic is diverted to an alternate route.

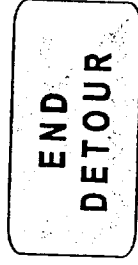
C5 (St.)

**CONSTRUCTION SIGNS**

C6



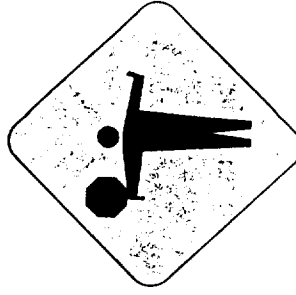
C7



C8



C9A



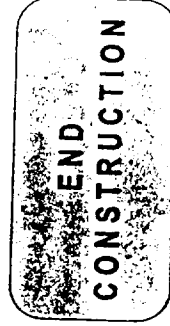
C10



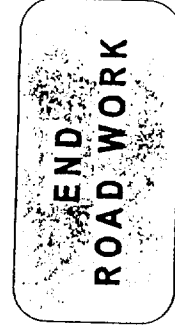
C12



C13

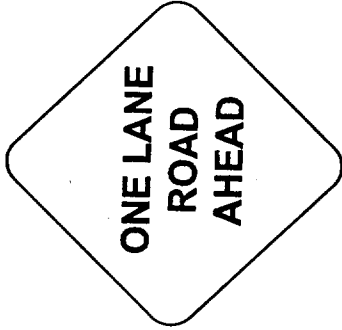


C14



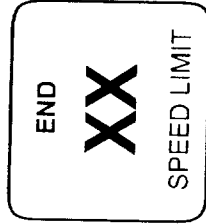
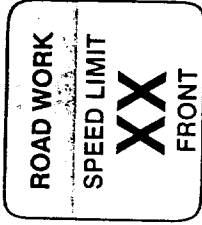
CONSTRUCTION SIGNS

C16



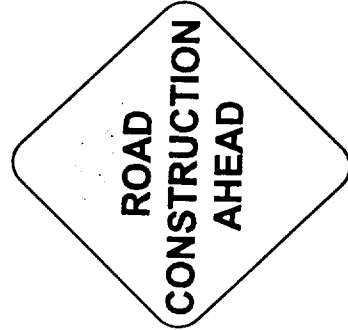
Use where two-way traffic must use the same lane. Provide flaggers. See C9A.

C17



Placement and speed limit to be determined by Agency authorization.

C18



Use for major construction

C19



Use with C1 and SC9 if detour is provided.

CONSTRUCTION SIGNS

BIKE

Or

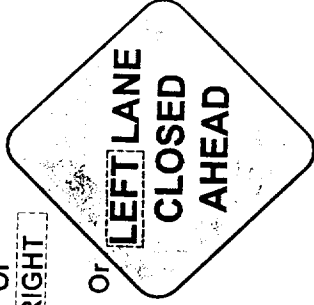
CENTER

Or

RIGHT

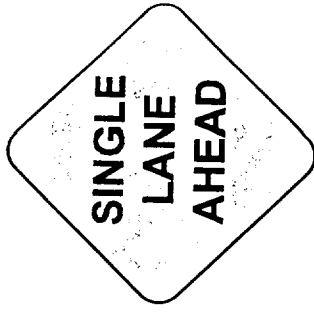
C20

(Rt., Lt. or Center)



Or

C21



Note for use where two-way traffic must use the same lane. (See C16)

C22B



C23



Use for minor construction or maintenance.

C24

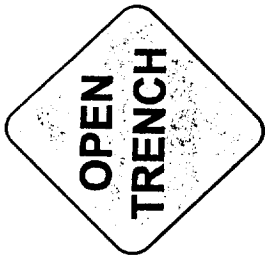


C25



CONSTRUCTION SIGNS

C27



C28A

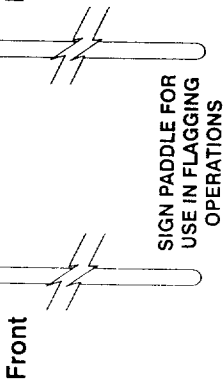


Front

C28B



Back



SIGN PADDLE FOR
USE IN FLAGGING
OPERATIONS

C29



The 500 feet (150m), 1000 feet (300m), 1500 feet (450m) plate (C29) may be used to cover the word "AHEAD" on construction signs when a definite distance to the posted condition is desirable.

C30



Mount on barricade in head-on position at point of closure.

C36



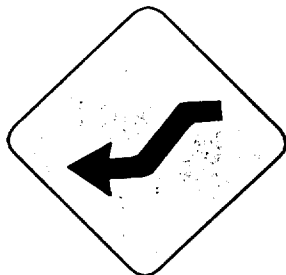
SPECIFICATIONS FOR CONSTRUCTION SIGNS

CODE	Standard Size	Acceptable Reduced Size	HEIGHT OF LETTERS	
			Standard	Reduced Size
C1	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	8" (200mm)	5" (125mm)
C2	48" x 30" (1.2m x .75m)	36" x 24" (9m x 6m)	8" (200mm)	5" (125mm)
C3	—	48" x 24" (1.2m x 6m)	6" 5" 4" (150-125-100mm)	5" 4" 3" (125-100-75mm)
C3A	—	48" x 24" (1.2m x 6m)	4" 5" (100mm x 125mm)	3" 5" (75-125mm)
C4	24" x 24" (6m x 6m)	—	5" (125mm)	—
C5	48" x 18" (1.2m x .5m)	—	6" (150mm)	—
C6	30" x 30" (.75m x .75m)	—	5" (125mm)	—
C7	30" x 18" (.75m x .5m)	—	5" (125mm)	—
C8	36" x 36" (.9m x .9m)	30" x 30" (.75m x .75m)	5" (125mm)	4" (100mm)
C9	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	—	—
C10	30" x 30" (.75m x .75m)	—	5" (125mm)	—
C12	48" x 48" (1.2m x 1.2m)	—	7" (180mm)	—
C13	60" x 24" (1.5m x 6m)	42" x 18" (1.1m x .5m)	6" (150mm)	5" (125mm)
C14	42" x 18" (1.1m x .5m)	—	5" (125mm)	—
C16	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	7" (180mm)	5" (125mm)
C17 (Front)	24" x 24" (6m x 6m)	—	3" 10" (75 x 250mm)	—
C17 (Back)	24" x 24" (6m x 6m)	—	4" 8" 3" (100-200-75mm)	—
C18	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	8" (200mm)	5" (125mm)
C19	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	7" (180mm)	5" (125mm)
C20 (Front & Back)	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	6" (150mm)	5" (125mm)
C21	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	7" (180mm)	5" (125mm)
C22B	30" x 30" (.75m x .75m)	—	—	—
C23	30" x 30" (.75m x .75m)	—	5" (125mm)	4" (100mm)
C24	30" x 30" (.75m x .75m)	—	4" (100mm)	—
C25	30" x 30" (.75m x .75m)	—	5" (125mm)	4" (100mm)
C27	24" x 24" (6m x 6m)	—	4" (100mm)	—
C28A	18" Diameter (5m)	—	6" (150mm)	—
C28B	18" Diameter (5m)	—	6" (150mm)	—
C29	36" x 9" (.9m x .2m)	24" x 7" (.6m x .2m)	7" (180mm)	5" (125mm)
C30	36" x 36" (.9m x .9m)	30" x 30" (.75m x .75m)	6" (150mm)	5" (125mm)
C36	48" x 48" (1.2m x 1.2m)	36" x 36" (9m x 9m)	7" (180mm)	5" (125mm)
SC9	36" x 36" (.9m x .9m)	30" x 30" (.75m x .75m)	6" (150mm) with 12" (300mm) Arrow	5" (125mm) with 10" (250mm) Arrow

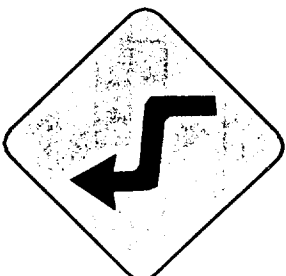
(Note: C1, C3, C9, C16, C18, C19, C20 and C21 signs may be used with the appropriate C29 sign.)

WARNING SIGNS

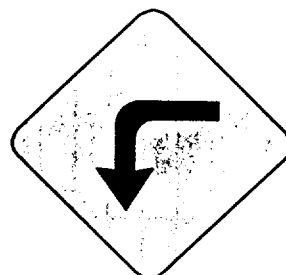
W1 (Rt. or Lt.)



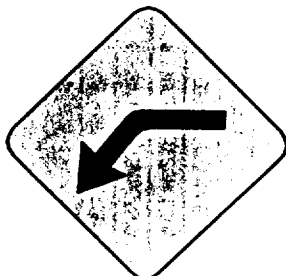
W2 (Rt. or Lt.)



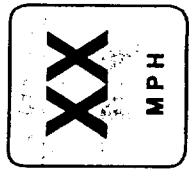
W3 (Rt. or Lt.)



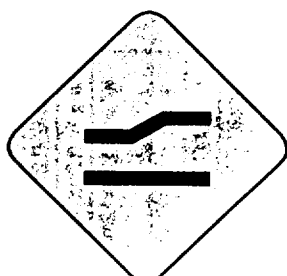
W5 (Rt. or Lt.)



W6



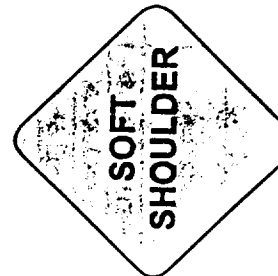
W11 (Rt. or Lt.)



W15



W18



WARNING SIGNS

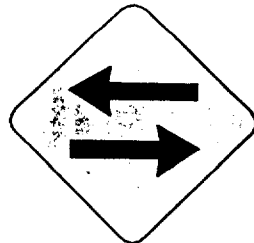
W2 (Rt. or Lt.)



W19



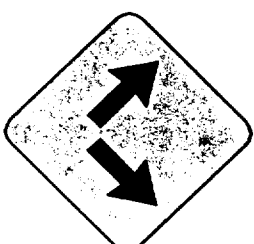
W44



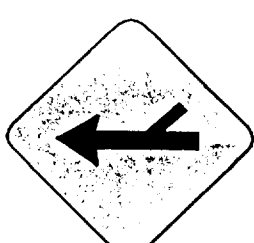
W50



W58

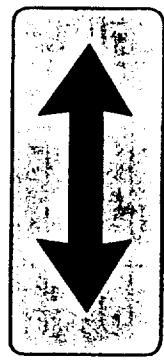


W59

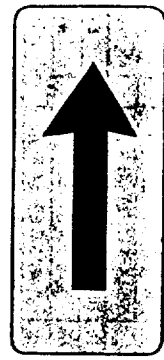


Use to split traffic moving in the same direction.

W56

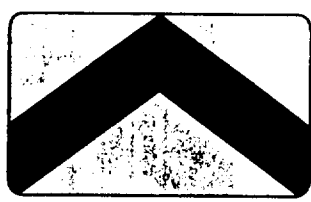


W57 (Rt. or Lt.)

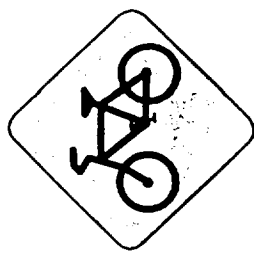


Use at street closure where traffic may turn right or left.

W81

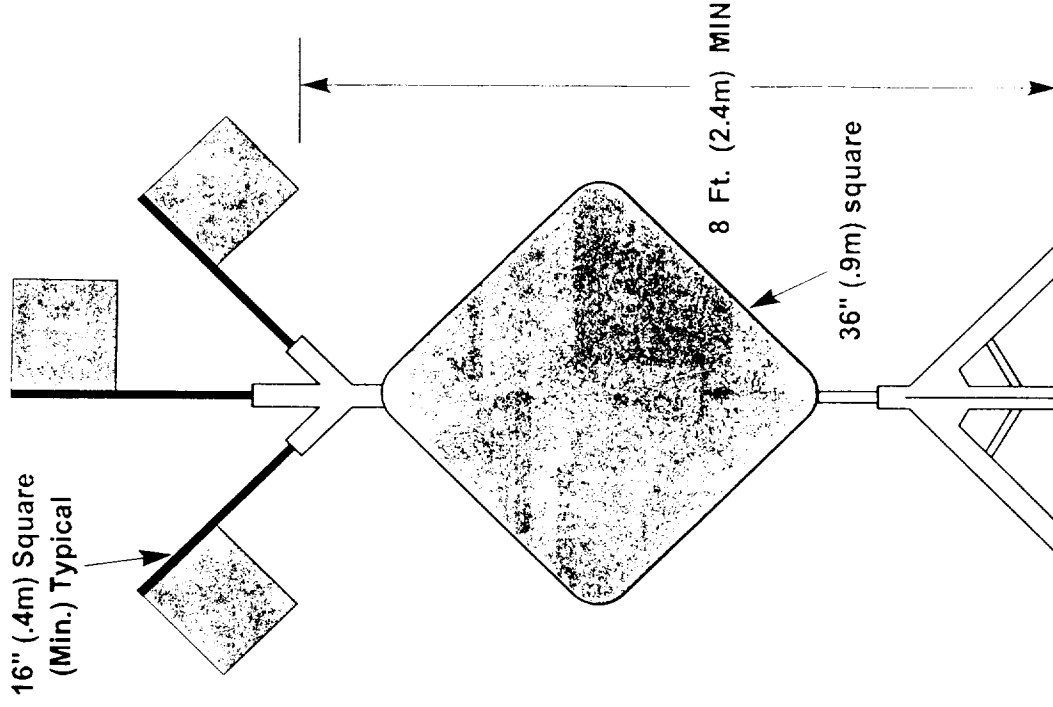


W79



Standard Size 36" X 36"
Optional Size 48" X 48"

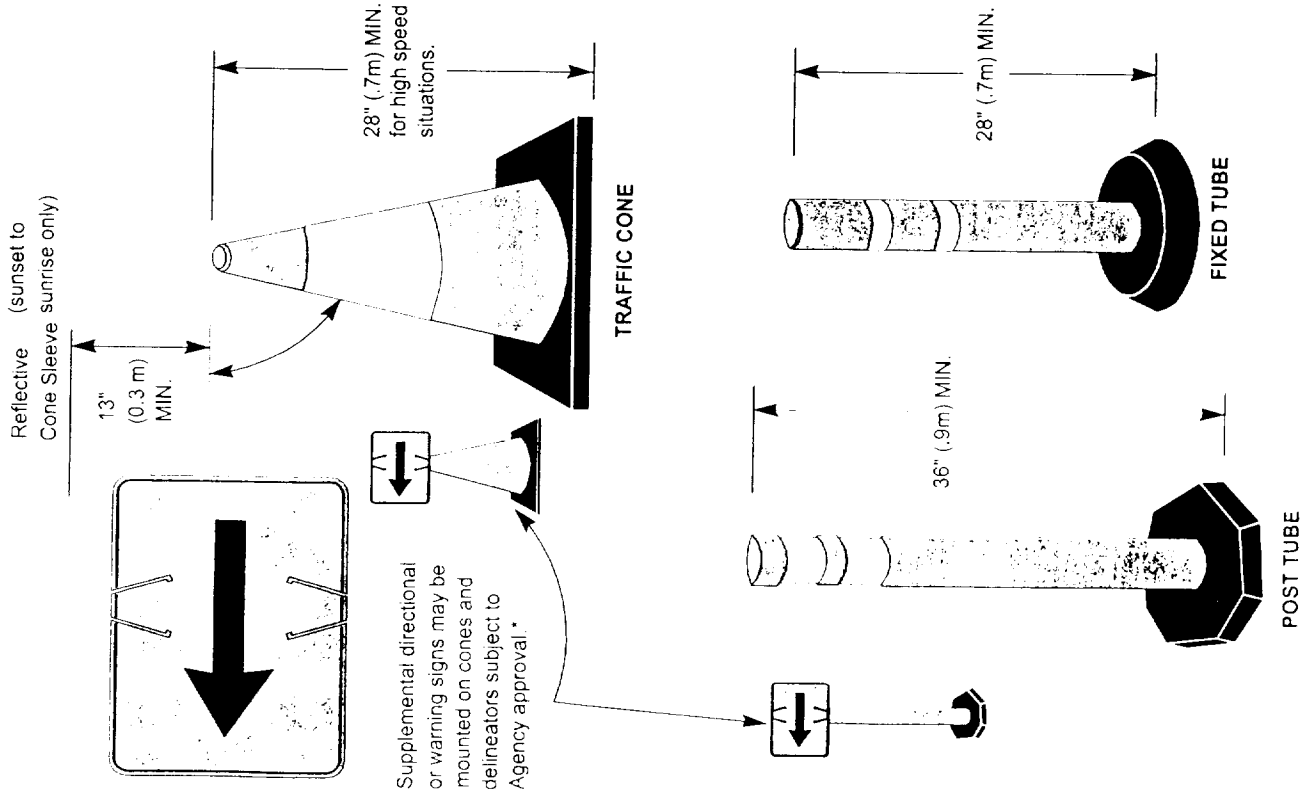
(See Section 7-5)



CODE	Standard Size	Acceptable Reduced Size	HEIGHT OF LETTERS	
			Standard	Reduced Size
W1 (Rt or Lt)	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	—	—
W2 (Rt or Lt)	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	—	—
W3 (Rt or Lt)	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	—	—
W5 (Rt or Lt)	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	—	—
W6	24" x 24" (6m x 6m)	18" x 18" (5m x 5m)	12" 4 1/2" (300-115mm)	9" 3" (230-75mm)
W15	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	5" (125mm)	4" (100mm)
W18	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	6" (150mm)	5" (125mm)
W19	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	6" (150mm)	5" (125mm)
W33	30" x 30" (75m x 75m)	—	5" (125mm)	4" (100mm)
W44	42" x 42" (1.1m x 1.1m)	36" x 36" (9m x 9m)	—	—
W50	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	6" (150mm)	5" (125mm)
W36	48" x 24" (1.2m x 6m)	36" x 18" (9m x 5m)	—	—
W57	48" x 24" (1.2m x 6m)	36" x 18" (9m x 5m)	—	—
W55	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	—	—
W59	36" x 36" (9m x 9m)	30" x 30" (75m x 75m)	—	—
W79	40" x 40" (1m x 1m)	36" x 36" (9m x 9m)	—	—
W81	30" x 36" (75m x 9m)	24" x 30" (6m x 75m)	—	—
Type K Marker	15" x 6" (4m x 2m)	—	—	—
Type L Marker	8" x 24" (2m x 6m)	—	—	—
Type N Marker	18" x 18" (5m x 5m)	—	—	—
Type P Marker	36" x 36" (9m x 9m)	—	6" (150mm)	—

DELINEATORS

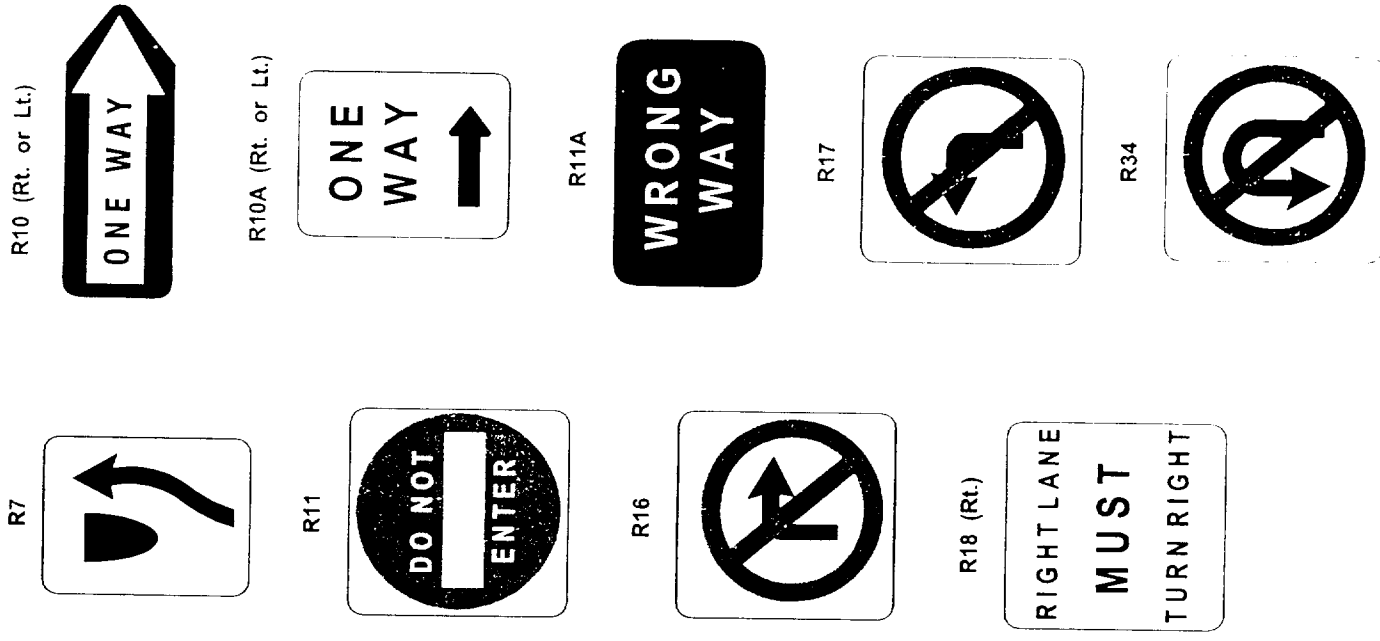
(See Section 7-4)



* These supplemental signs have not been given a Uniform Sign Code number.

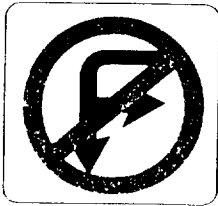
REGULATORY SIGNS

To be used only when directed by the authorizing agency.

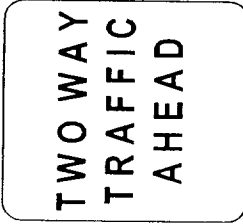


REGULATORY SIGNS

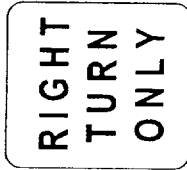
R34-2



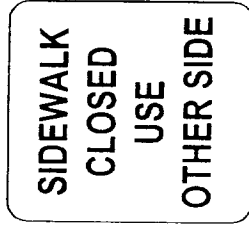
R40



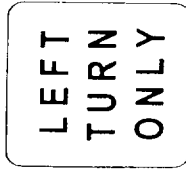
R41



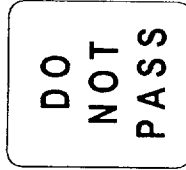
R49M



R42



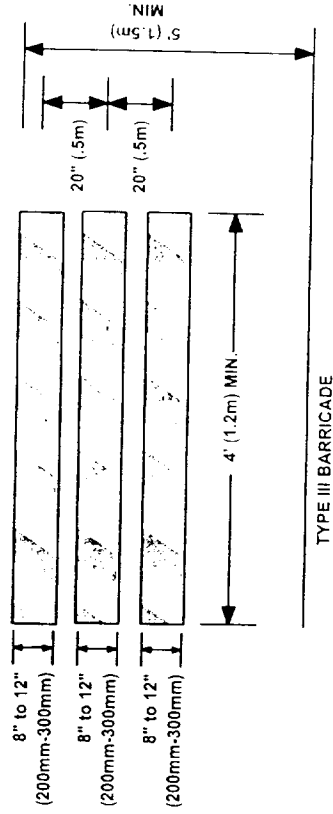
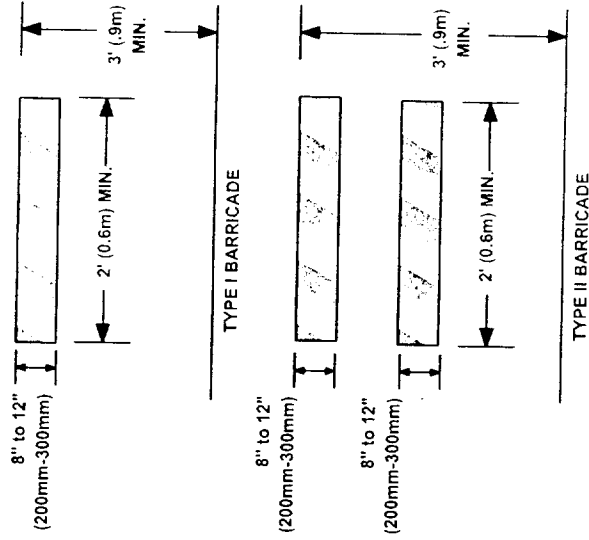
R63



SPECIFICATIONS FOR REGULATORY SIGNS

CODE	Standard Size	Acceptable Reduced Size	HEIGHT OF LETTERS	
			Standard	Reduced Size
R7	36" x 45" (.9m x 1.1m)	24" x 30" (.6m x .75m)	8" (200mm)	5" (125mm)
R10 (Rt or Lt)	48" x 16" (1.2m x .4m)	36" x 12" (.9m x .75m)	5" (125mm)	—
R10A (Rt or Lt)	18" x 24" (.5m x .6m)	—	5" (125mm)	—
R11	36" x 36" (.9m x .9m)	—	5" (125mm)	—
R11A	36" x 21" (.9m x .5m)	—	5" (125mm)	—
R16	30" x 30" (.75m x .75m)	24" x 24" (.6m x .6m)	—	—
R17	30" x 30" (.75m x .75m)	24" x 24" (.6m x .6m)	—	—
R18 (Rt)	36" x 36" (.9m x .9m)	20" x 32" (.5m x .8m)	4" - 5" (100-125mm)	4" (100mm)
R34	30" x 30" (.75m x .75m)	24" x 24" (.6m x .6m)	—	—
R34-2	30" x 30" (.75m x .75m)	24" x 24" (.6m x .6m)	—	—
R40	24" x 30" (.6m x .75m)	—	5" (125mm)	—
R41	30" x 36" (.75m x .9m)	—	6" (150mm)	—
R42	30" x 36" (.75m x .9m)	—	6" (150mm)	—
R63	24" x 30" (.6m x .75m)	—	6" (150mm)	—

TYPICAL BARRICADES



BARRICADE CHARACTERISTICS

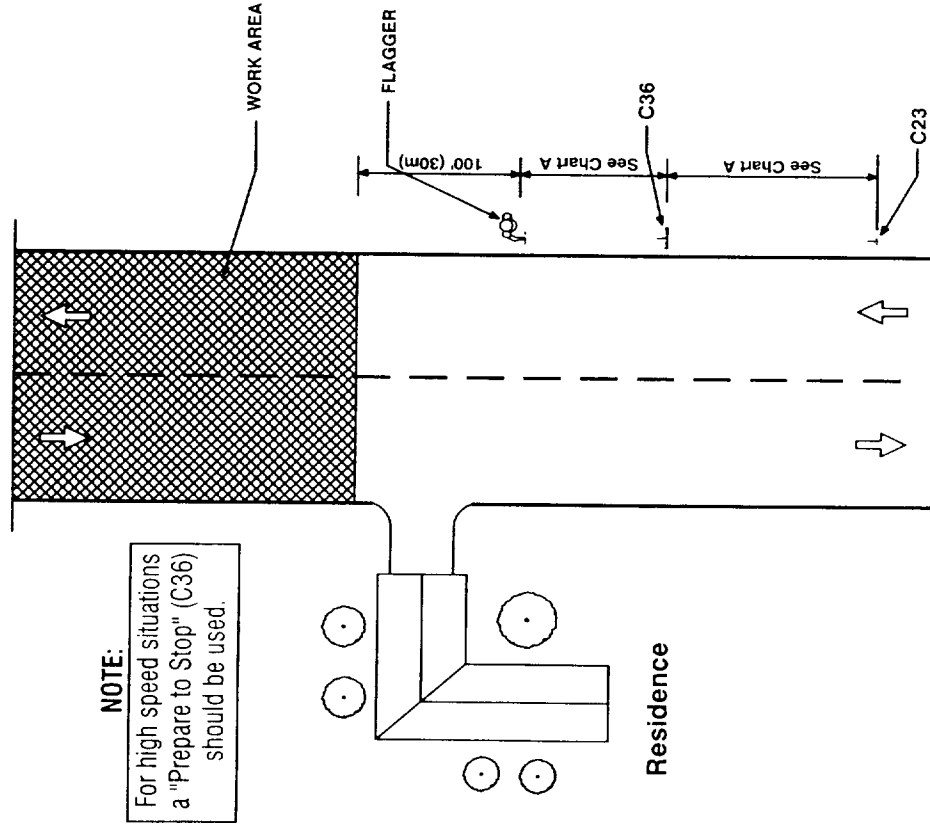
TYPE	I	II	III
WIDTH OF RAIL	8" (200mm) min. - 12" (300mm) max	8" (200mm) min. - 12" (300mm) max	8" (200mm) min. - 12" (300mm) max
LENGTH OF RAIL	2 ft. (.6m) min. - 6 in. (150mm)	2 ft. (.6m) min. - 6 in. (150mm)	4 ft. (1.2m) min. - 6 in. (150mm)
NUMBER OF REFLECTORIZED RAIL FACES	2 (one each direction)	4 (two each direction)	3 (facing traffic in one direction) - 6 (facing traffic in two directions)
TYPE OF FRAME	"A" Frame	"A" Frame	Post or Skids

(*) For wooden barricades nominal lumber dimensions will be satisfactory.

(**) For rails less than 3 feet (.9m) long, 4 inch (100mm) wide stripes shall be used.

Instructions to Flaggers

(See Section 10)

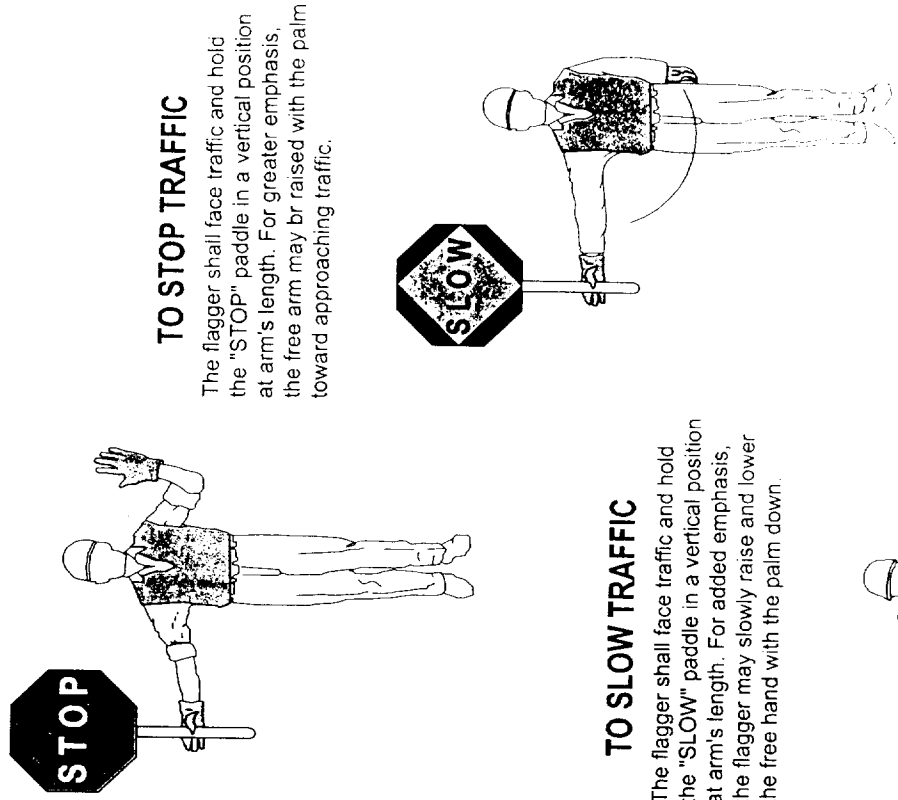


NOTE:
For high speed situations a "Prepare to Stop" (C36) should be used.

NOTE:
Between sunset and sunrise flagger stations shall be adequately lighted.

Instructions to Flaggers

(See Section 10)



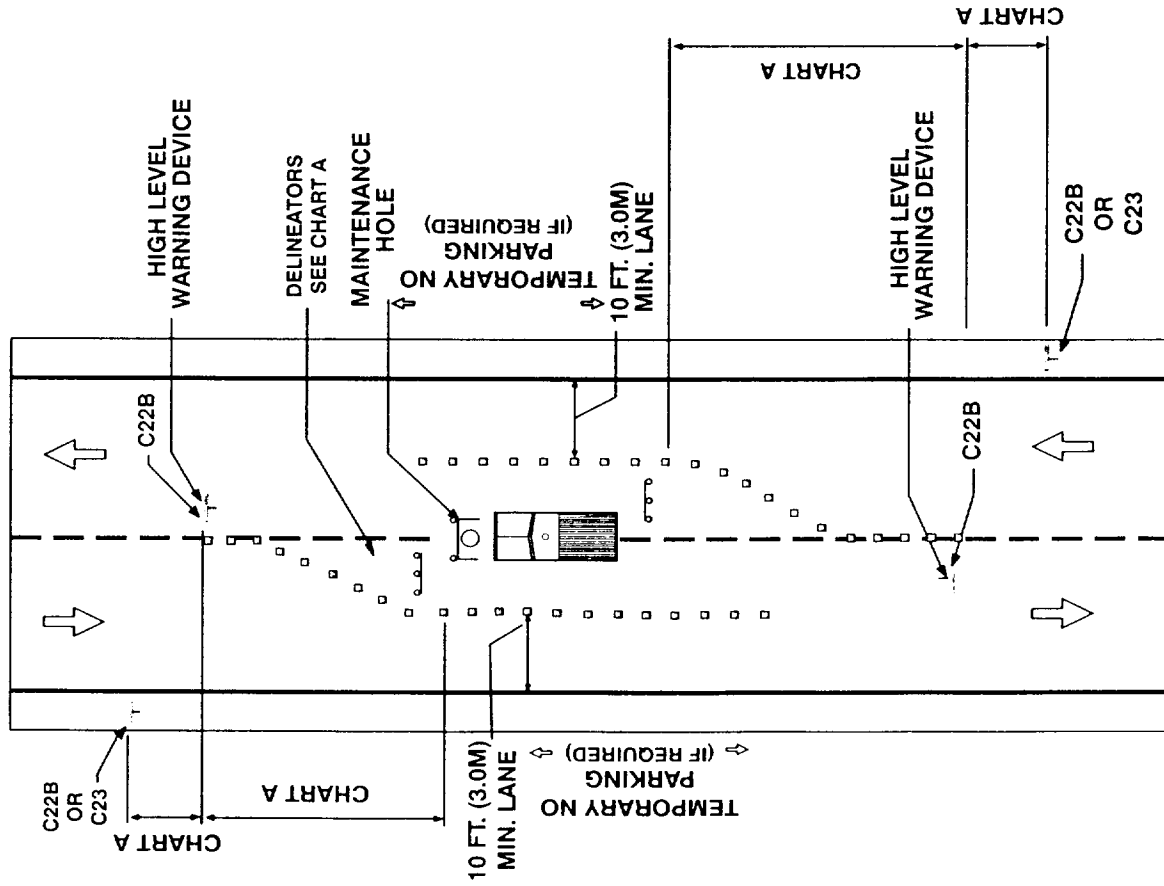
TO STOP TRAFFIC
The flagger shall face traffic and hold the "STOP" paddle in a vertical position at arm's length. For greater emphasis, the free arm may be raised with the palm toward approaching traffic.

TO SLOW TRAFFIC
The flagger shall face traffic and hold the "SLOW" paddle in a vertical position at arm's length. For added emphasis, the flagger may slowly raise and lower the free hand with the palm down.

TRAFFIC PROCEED
The flagger shall face parallel to the traffic movement, and either with paddle and arm lowered from view of the driver, or with "SLOW" paddle held in a vertical position, motion traffic ahead with free arm. Never use a paddle as a signal to move traffic.

NOTE:
A C28 shall be used to control traffic; a flag shall NEVER be used.

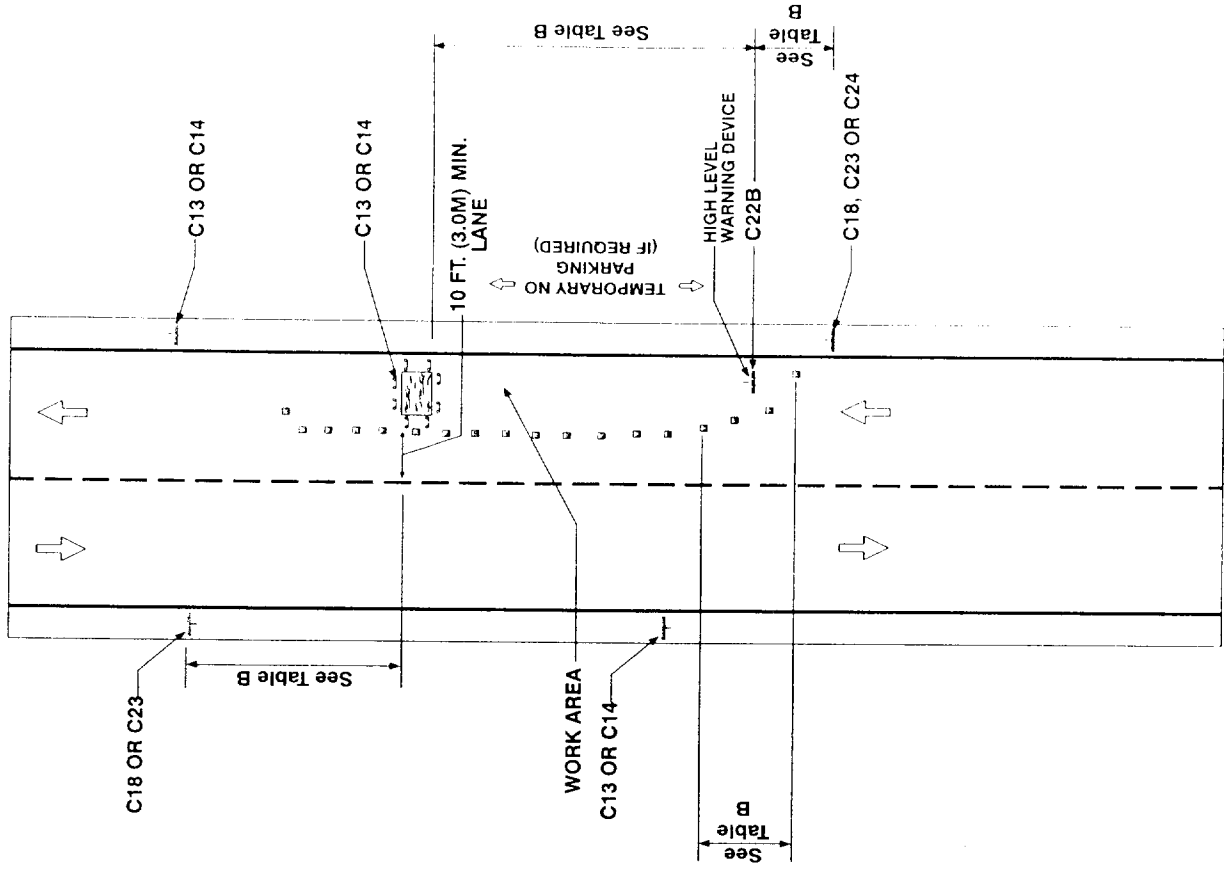
Maintenance Activity In Low Speed Street



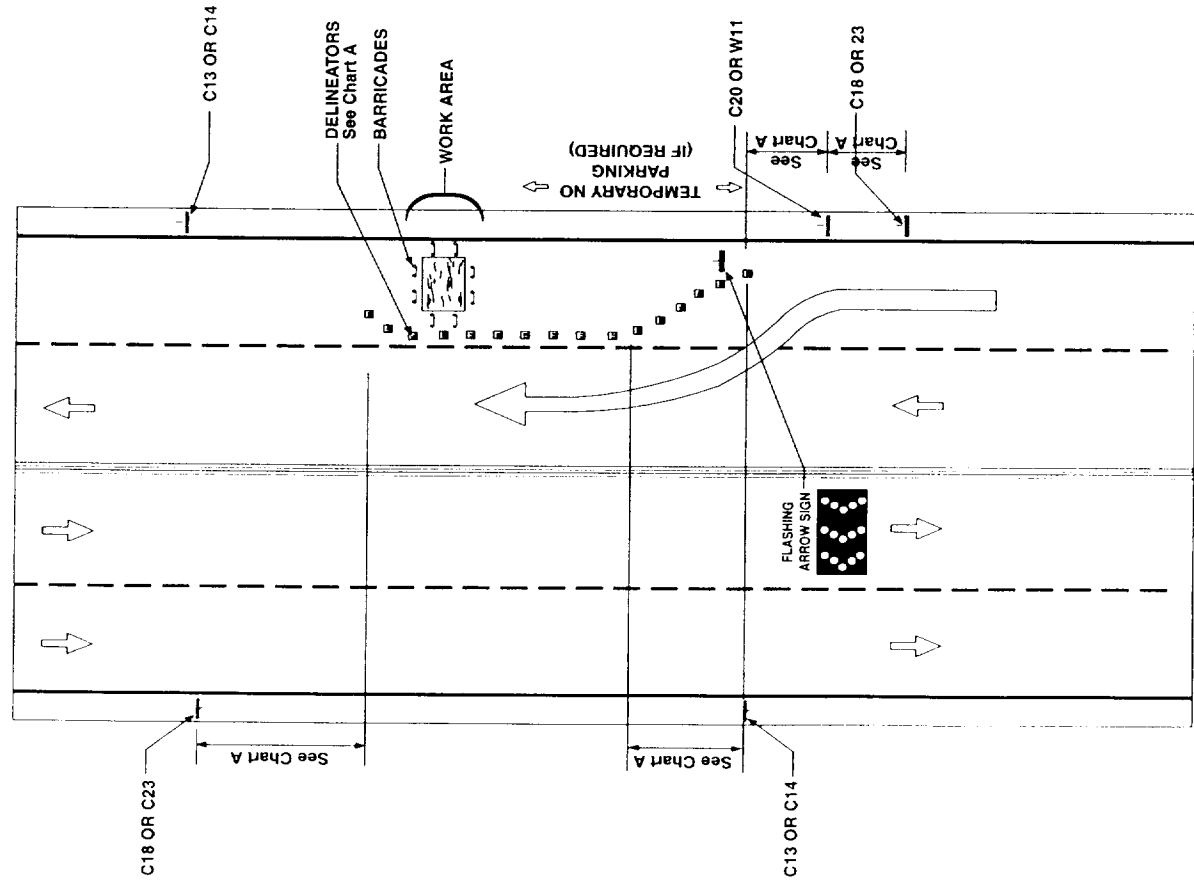
NOTE:

FAB may be substituted
for High Level Warning Device

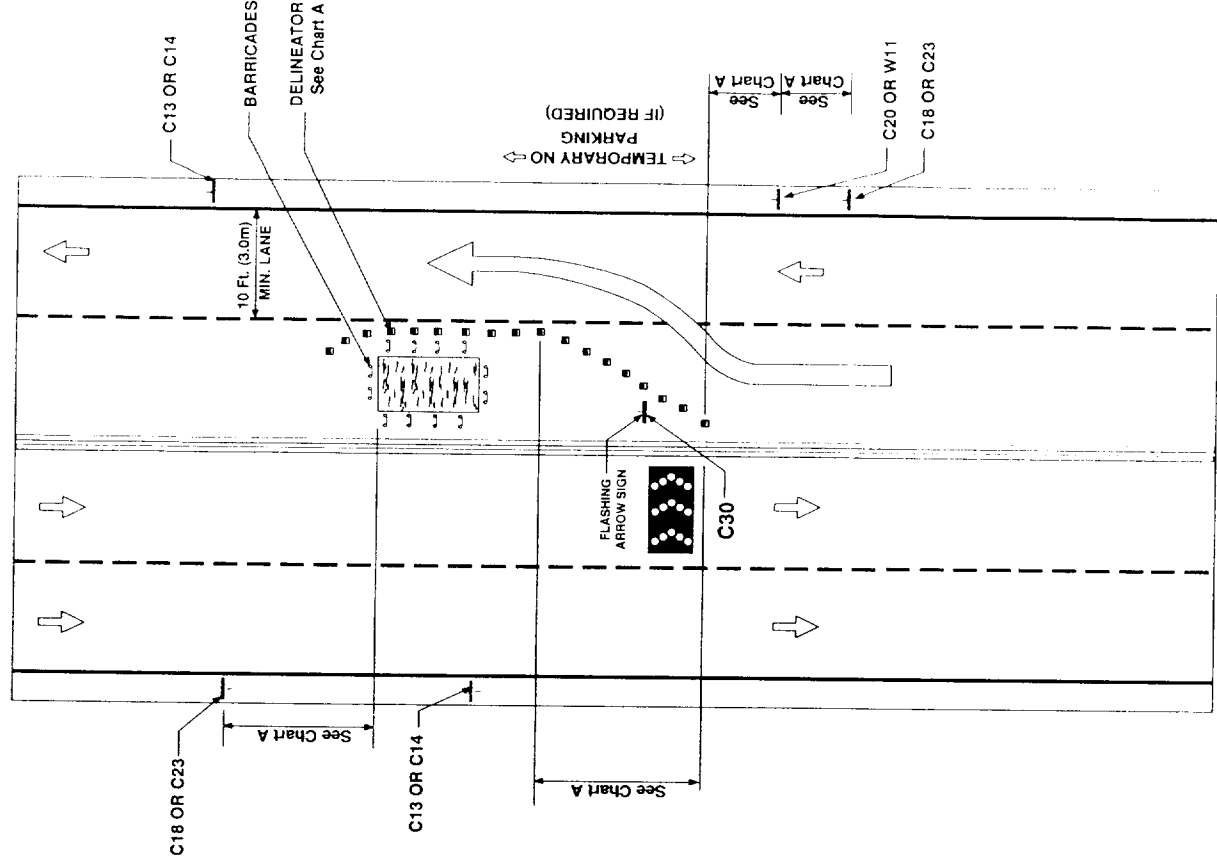
Work Area In Parking Lane or Shoulder



Closing of Right Lane

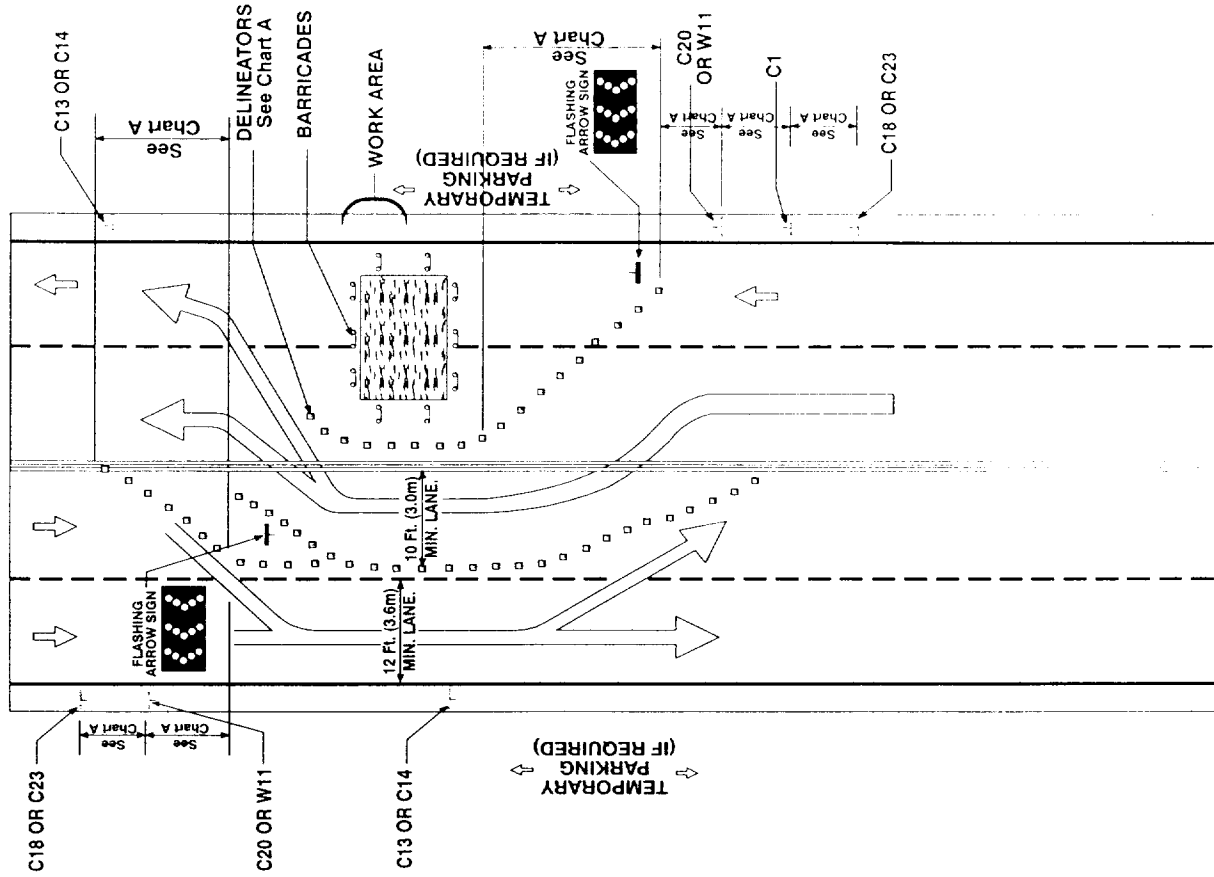


Closing of Left Lane and Closing of Center of Street

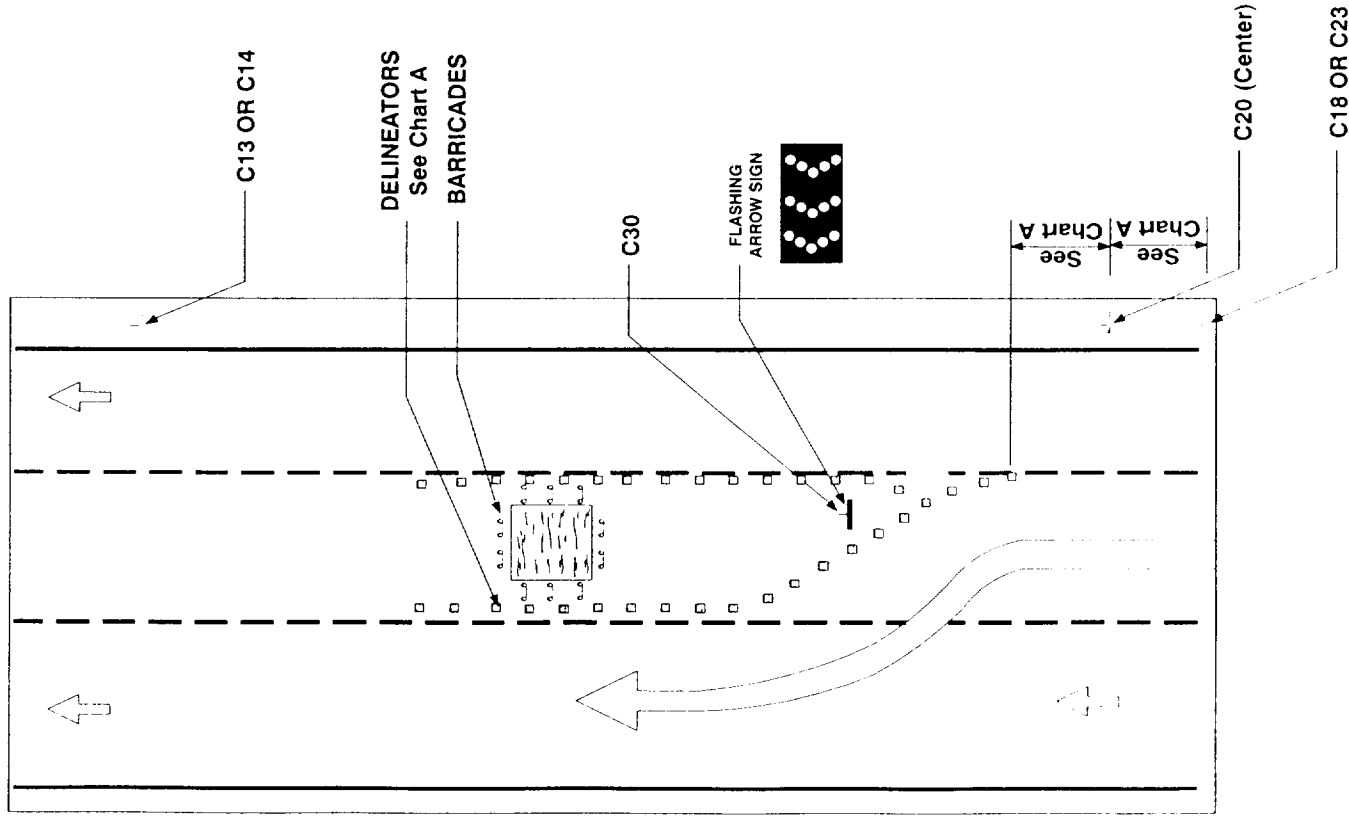


Closing of Half Road

NOTE: IF CLOSURE IS IN EFFECT OVERNIGHT,
CONTACT AGENCY

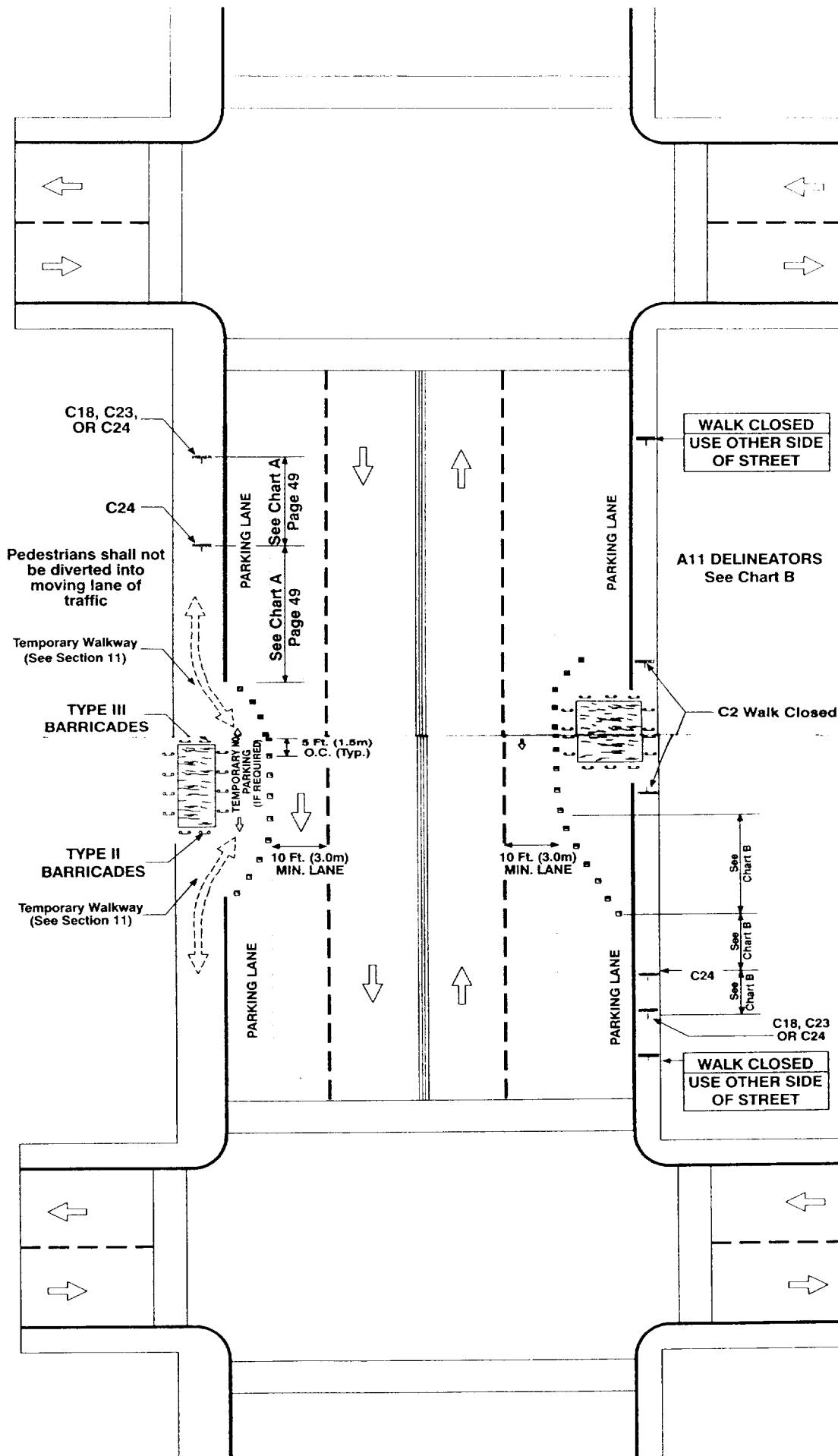


Closing of Middle Lane

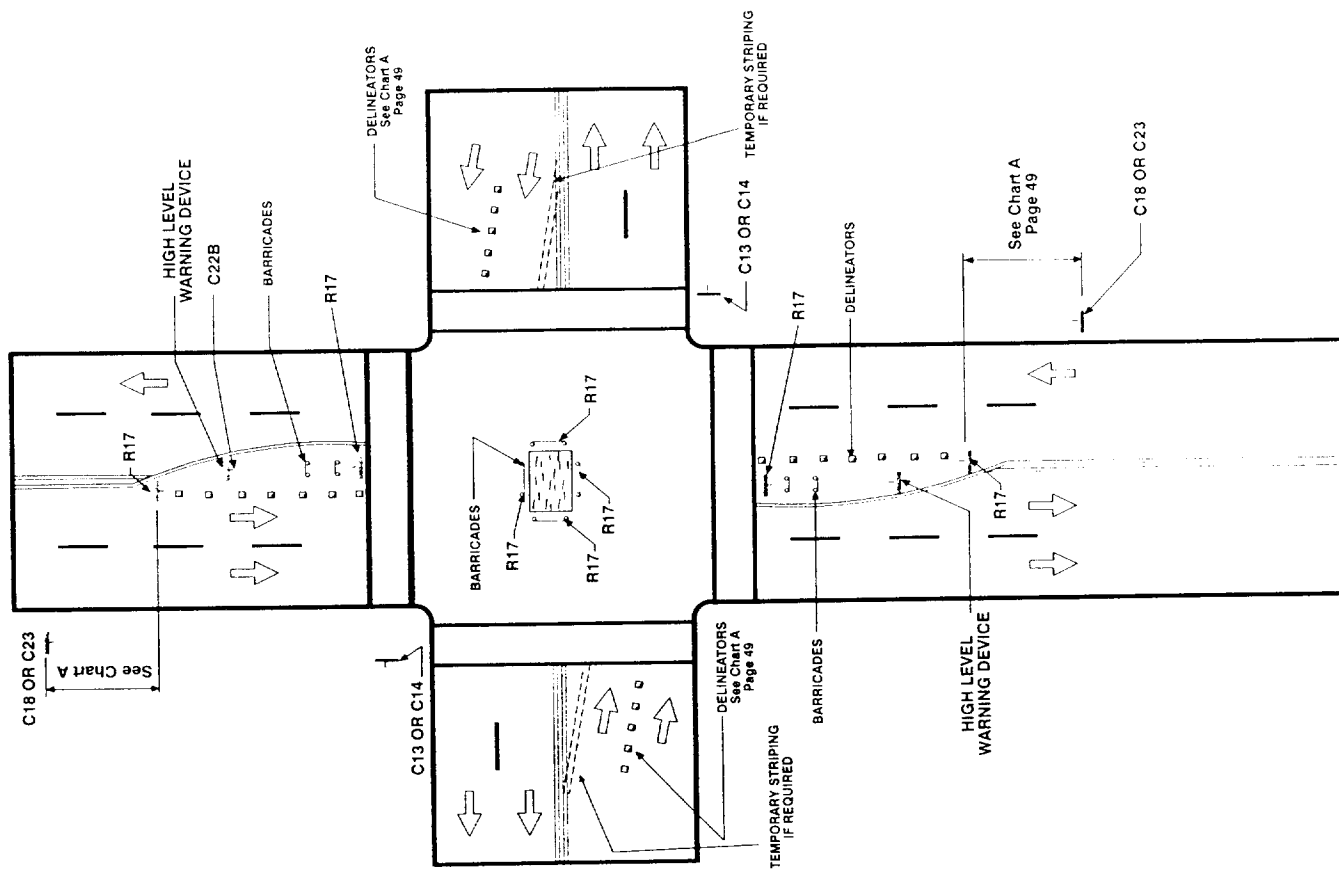


Pedestrian Control

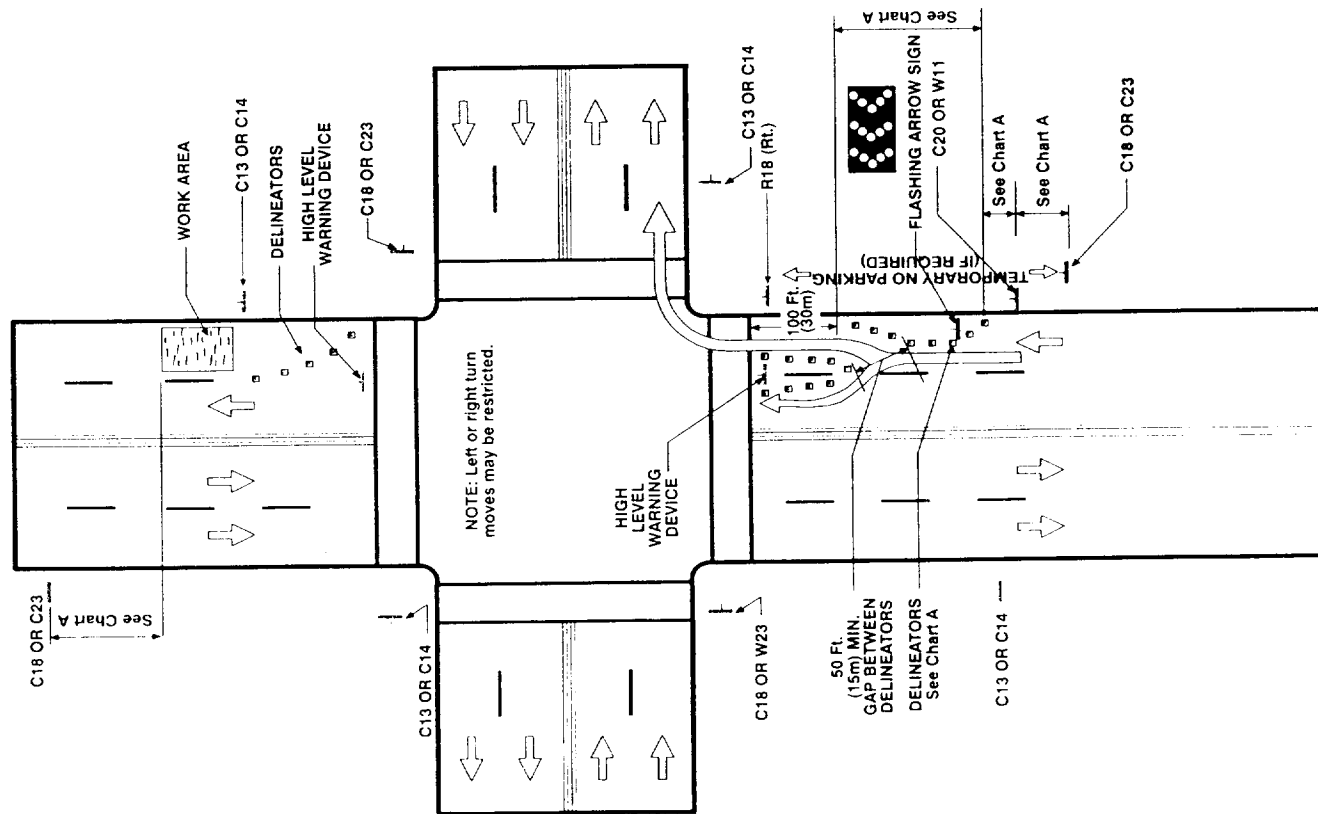
NOTE: Use only when walkways cannot be provided behind curbs.
See also Section 11.



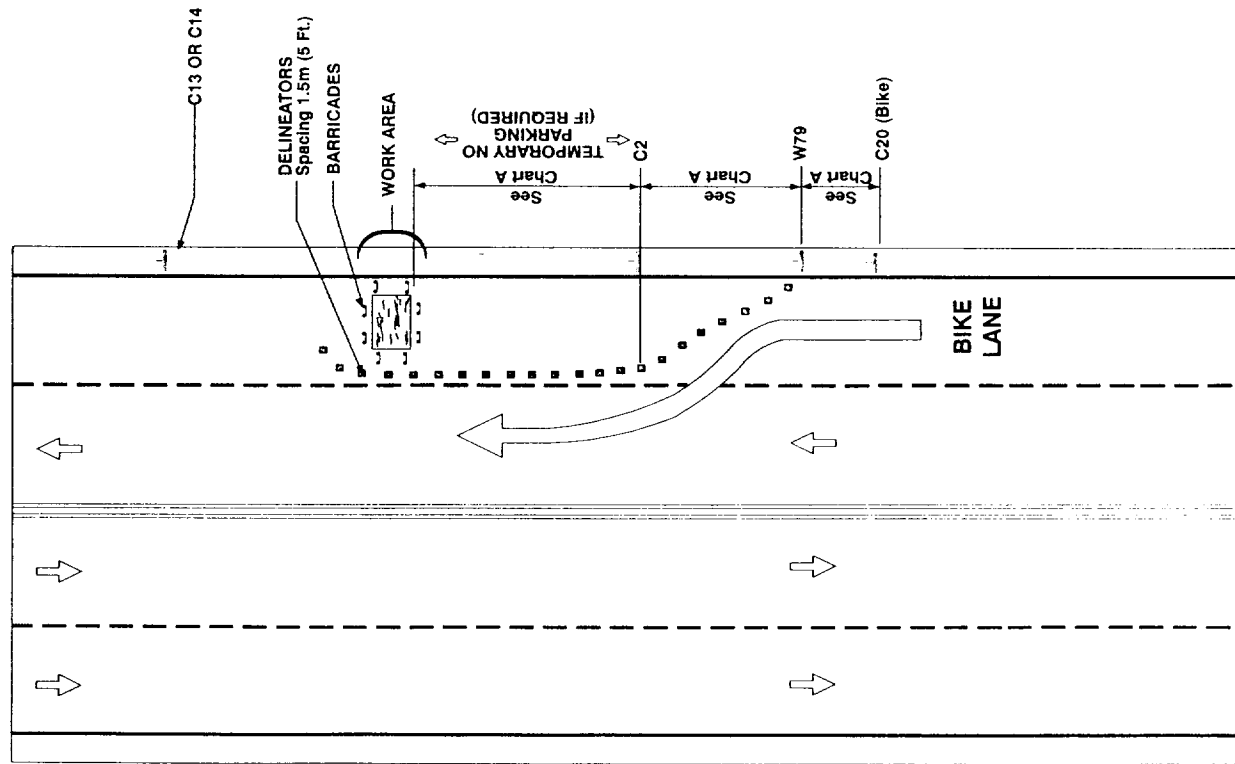
Work Within Intersection



Right Lane Closure Beyond Intersection



Closure of Bike Lane



— CHART A —

MINIMUM RECOMMENDED DELINEATOR AND SIGN PLACEMENT

TRAFFIC SPEED**	TAPER LENGTH (Each Lane)	DELINEATOR (Taper)	SPACING (Tangent)	SIGN SPACING (Advance of Taper & Between Signs)
25 MPH (40 Km/h)	150 Ft (50m)	25 Ft (8m)	50 Ft (15m)	150 Ft (50m)
30 MPH (45 Km/h)	200 Ft (60m)	30 Ft (9m)	60 Ft (18m)	200 Ft (60m)
35 MPH (50 Km/h)	250 Ft (75m)	35 Ft (11m)	70 Ft (21m)	250 Ft (75m)
40 MPH (60 Km/h)	350 Ft (110m)	40 Ft (12m)	80 Ft (24m)	350 Ft (110m)
*45 MPH (70 Km/h)	550 Ft (170m)	45 Ft (14m)	90 Ft (27m)	550 Ft (170m)
*50 MPH (80 Km/h)	600 Ft (180m)	50 Ft (15m)	100 Ft (30m)	600 Ft (180m)
*55 MPH+ (85 Km/h)	1000 Ft (300m)	50 Ft (15m)	100 Ft (30m)	1000 Ft (300m)

NOTES: - *See Section 8 for high speed situations.

- Distances shown in parenthesis are approximate.

**85th Percentile speed or as directed by the Engineer.

— CHART B —

PARKING LANE OR SHOULDER

TRAFFIC SPEED**	MINIMUM TAPER LENGTH (Each Lane)	MAXIMUM DELINEATOR (Taper)	MAXIMUM SPACING (Tangent)	SIGN SPACING (Advance of Taper & Between Signs)
25 MPH (40 Km/h)	50 Ft (15m)	25 Ft (8m)	50 Ft (15m)	50 Ft (15m)
30 MPH (45 Km/h)	66 Ft (18m)	25 Ft (8m)	50 Ft (15m)	66 Ft (18m)
35 MPH (50 Km/h)	83 Ft (21m)	25 Ft (8m)	50 Ft (15m)	83 Ft (21m)
40 MPH (60 Km/h)	116 Ft (24m)	25 Ft (8m)	50 Ft (15m)	116 Ft (24m)
*45 MPH (70 Km/h)	183 Ft (27m)	25 Ft (8m)	50 Ft (15m)	183 Ft (27m)
*50 MPH (80 Km/h)	200 Ft (30m)	25 Ft (8m)	50 Ft (15m)	200 Ft (30m)
*55 MPH+ (85 Km/h)	333 Ft (30m)	25 Ft (8m)	50 Ft (15m)	333 Ft (30m)

NOTES: - *See Section 8 for high speed situations.

- Distances shown in parenthesis are approximate.

**85th Percentile speed or as directed by the Engineer.



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 27, 2004

IN REPLY PLEASE
REFER TO FILE: **AS-0**

To Whom It May Concern:

REQUEST FOR PROPOSALS – ADDENDUM 1 LANDSCAPE MAINTENANCE – ANTELOPE VALLEY

Thank you for attending our mandatory Proposers' Conference for "Landscape Maintenance – Antelope Valley" on Monday, May 24, 2004. As we discussed, the following change is made to the Request for Proposals (RFP) for the subject landscaping service:

CHANGE

We have revised the service coverage area depicted in Exhibit E.8. Please replace Exhibit E.8 with the Enclosure.

All other terms and conditions of the RFP are to remain unchanged.

The deadline for submission of proposals is **Monday, June 14, 2004, by 5:30 p.m.**

If you have any questions concerning this matter, please call Ms. Angelica Maldonado at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

JAMES A. NOYES
Director of Public Works

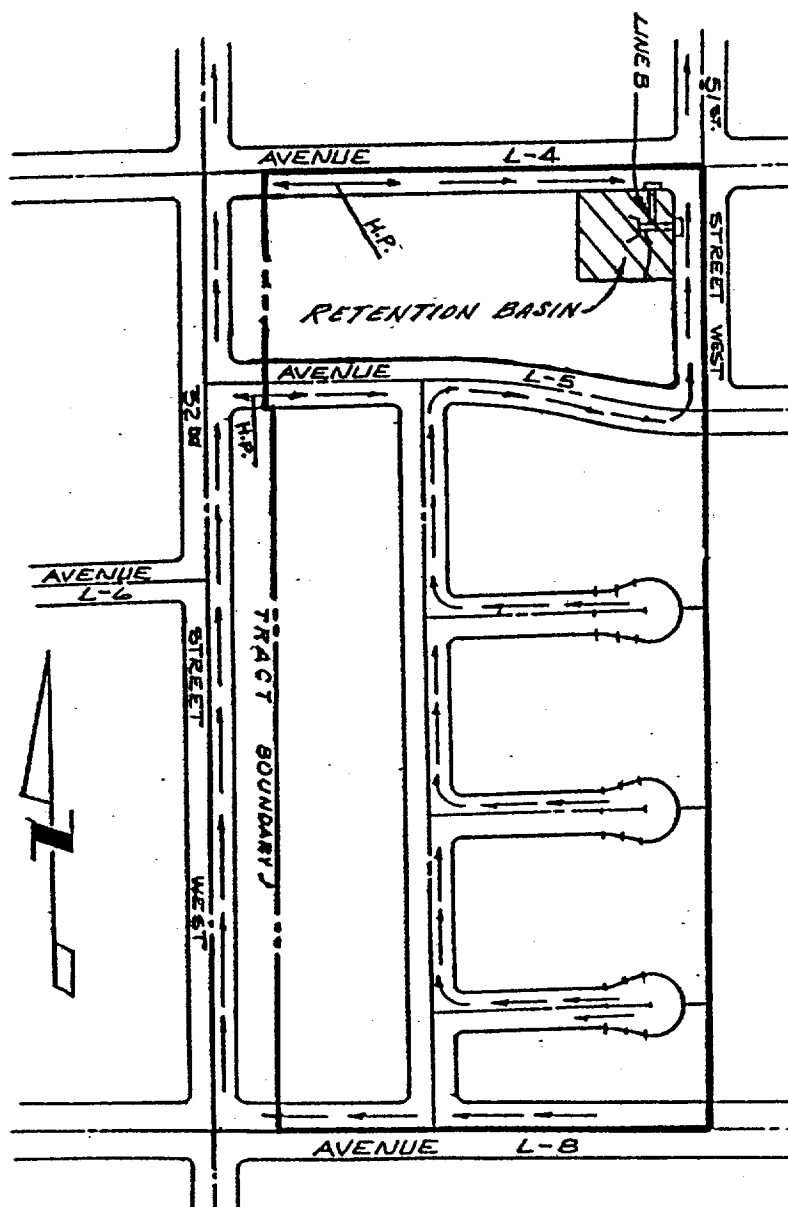
A handwritten signature in cursive script, appearing to read "Dawnna B. Lawrence".

DAWNNA B. LAWRENCE, Chief
Administrative Services Division

AM
P:\ASPUB\CONTRACT\AMLANDSCAPEAV\2004\ADD1.DOC

Enc.

DRAINAGE BASIN ASSESSMENT AREA NO. 23



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

D.B.A.A. No. 23

RD 551

TRACT No. 46057	PD No. 2211	JOB No. R1185505	TO PAGE 4104-H4	SCALE NONE	DATE 01/13/04
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May 27, 2004

**REQUEST FOR PROPOSALS (RFP) – FIRST ADDENDUM
LANDSCAPE MAINTENANCE – ANTELOPE VALLEY**

The attached letter was faxed and mailed to each of the following on May 27, 2004:

MR RICHARD CAMBALIZA
RICH MEIER'S LANDSCAPING, INC
41636 50TH ST WEST
LANCASTER, CA 93636

VOICE: (661) 718-0523
FAX: (661) 718-0793

MS LINDA BURR
VENCO WESTERN, INC
2400 EASTMAN AVE
OXNARD, CA 93030

VOICE: (800) 350-6831
FAX: (805) 981-2400

MS MARGARET CHAVEZ
SYSTEMS MANAGEMENT, INC
1635 N LAKE AVE
PASADENA, CA 91109

VOICE (626) 791-1388
FAX (626) 791-1494

MR ARTURO PEREZ
AMERICAN LANDSCAPE
7949 DEERING AVE
CANOGA PARK, CA 91304

VOICE (818) 999-2041
FAX (818) 883-7410

MR SANTIAGO GONZALEZ
ALMA GARDENING CO
2583 W SIERRA HWY
ACTON, CA 93510

VOICE (661) 269-2958
FAX (661) 269-2958

MR FRANK MADISON
FRANK MADISON LANDSCAPE
43759 15TH ST WE, SUITE 217
LANCASTER, CA 93534

VOICE (661) 940-6069
FAX (661) 942-2731

MR MARC WURZEL
WURZEL LANDSCAPE
3214 OAKDELL RD
STUDIO CITY, CA 91604

VOICE (818) 762-8653
FAX (818) 769-9038

SCHEDULE OF PRICES

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Proposer **MUST** provide a price quote for each location.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Landscape Maintenance for the following:		
A. D.B.A.A. No. 5 Southwest corner Avenue M-4 and Shain Lane, Quartz Hill	158-00	1896-00
B. D.B.A.A. No. 8 Northeast corner Conestoga Drive and 45th Street West, Quartz Hill	108 -	1296-00
C. D.B.A.A. No. 9 Southeast corner Avenue L-4 and 62nd Street West, Quartz Hill	125 -	1500-00
D. D.B.A.A. No. 13 Southeast corner Avenue L-8 and 42nd Street West, Quartz Hill	158 -	1896-00
E. D.B.A.A. No. 15 Northeast corner Avenue L-4 and La Gabriella Drive, Quartz Hill	133 -	1596-00
F. D.B.A.A. No. 17 Southwest corner Avenue M-8 and 51st Street West, Quartz Hill. Includes concrete trapezoidal channel between Avenue M-8 and Avenue M-4.	166 -	1992-00
G. D.B.A.A. No. 22 Southeast corner Avenue M-2 and Elk Run Lane, Quartz Hill	85-00	1020-00
H. D.B.A.A. No. 23 Southwest corner Avenue L-4 and 51st Street West, Quartz Hill	141 -	1692-00
I. D.B.A.A. No. 25 Northeast corner Serene Avenue and 43rd Street West, Quartz Hill	141 -	1692-00

Schedule of Prices – FORM PW-2

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
J. D.B.A.A. No. 26 Southeast corner Avenue L-4 and 52nd Street West, Quartz Hill	125-	1,500-00
K. Ridge Route Median Lake Hughes Rd / Castaic Lake Drive Shrubbery and Vines Trimming and Care	300-	3,600-00
L. Ridge Route Median Lake Hughes Rd / Castaic Lake Drive All other items of work such as tree trimming and care, ground cover trimming and care, ornamental grass trimming and care, weed control, litter control, watering and irrigation management, rodent control, graffiti abatement, etc.	125-	1500.00
ANNUAL GRAND TOTAL		\$ 21,180 ⁰⁰
M. *Road Maintenance District 5 Headquarters (MD5) 38126 N. Sierra Highway, Palmdale	150- 300-	1800 3600-
N. *Road Division 556 Yard (RD556) 27624 Parker Road, Castaic	200-	2400-
O. *D.B.A.A. No. 28 Southwest corner/Avenue M-12 and 51st West, Quartz Hill *May be added to the contract at a future date. Include for bid only. No work to be performed until notified by Public Works. Failure to provide a price quote on these locations would render the Proposer's proposal as nonresponsive. Do not include an amount for D.B.A.A. No. 28 amount in Annual Grand Total.	\$ 141.00	1692.00

DESCRIPTION	COST
P. Additional Bid Items <u>Not To Be</u> Included In Total Bid Amount (these are as-needed services to be performed only with Public Works' approval)	
1. Remove Dead Trees (each)	\$ <u>35.00 Per Hour</u>
2. Plant replacement a. 1 gallon size plant material and installation (each) b. 5 gallon size plant material and installation (each) c. 15 gallon size tree, including material and installation (each) d. 24" box size tree, including material and installation (each)	\$ <u>10.50.</u> \$ <u>25.00.</u> \$ <u>55.00.</u> \$ <u>155.00.</u>
3. Hourly cost for manual operation of irrigation system past the required 30 day period	\$ <u>25.00.</u>
4. Hourly cost for irrigation system repairs, four hour minimum for emergency call out repairs	\$ <u>37.50.</u>
5. Hourly cost for emergency call back to shut off water/turn off irrigation system. (Two-hour minimum)	\$ <u>37.50</u>
6. Prune trees as requested (each) (Detailed instructions are included in Exhibit A, Tree Trimming and Care).	\$ <u>35.00</u>

Schedule of Prices – FORM PW-2

LEGAL NAME OF PROPOSER ALMA GARDENING CO.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Santiago Gonzalez</i>		
PROPOSAL NAME LANDSCAPE MAINTENANCE – ANTELOPE VALLEY		
TITLE OF AUTHORIZED PERSON OWNER		
DATE JUNE 14, 2004.	STATE CONTRACTOR'S LICENSE NUMBER 425032	LICENSE TYPE C-27 HIC.
PROPOSER'S ADDRESS: 2583 W. SIERRA HWY. ACTON, CA 93510.		
PHONE (661) 269-2958	FAX (661) 269-2958.	E-MAIL anagloz1972@yahoo.com

Bid Information

Bid Number : PW-ASD 228

Bid Title : Landscape Maintenance - Antelope Valley

Bid Type : Service

Department : Public Works

Commodity : SPRAY EQUIPMENT, LANDSCAPE, MACHINE POWERED

Open Date : 5/3/2004

Closing Date : 6/14/2004 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 28,000

Bid Download : Not Available

Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Monday, June 14, 2004, for "Landscape Maintenance – Antelope Valley." The annual cost of these services is estimated to be \$28,000.

A Proposers' Conference will be held on Monday, May 24, 2004, at 2 p.m., at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or to have it mailed contact Ms. Marcia Lucero at (626) 458 4044 (se habla Español) or at mlucero@ladpw.org.

Contact Name : Marcia Lucero

Contact Phone# : (626) 458-4044

Contact Email : mlucero@ladpw.org

Last Changed On : 5/6/2004 10:59:58 AM

[Back to Last Window](#)

[Back to Award Main](#)

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: ALMA GARDENING COMPANY

My County (WebVen) Vendor Number: 105945-01

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporati	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnicity Composition	Number of Individuals	Percentage	Number of Individuals	Percentage	Number of Individuals
Black/African American					
Hispanic/Latino	1		1		1
Asian or Pacific Islander					
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>Santiago Gonzalez</u>	Title: <u>OWNER</u>	Date: <u>6/14/04</u>
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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Frank Mattison Land scape

My County (WebVen) Vendor Number: 11642301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT ☒ I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☒ Sole ☐ Partnership ☐ Corporati ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 21

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			1	1	10	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1			3	1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: owner Date: 6-11-04

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Venco Western, Inc.

My County (WebVen) Vendor Number: N/A

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporati	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>200</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partner/Associate Partners		Management		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0		
Hispanic/Latino	0	0	0	0	180	10
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	1
White	2	1	4	0	1	10

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	86 %
Women	%	%	%	%	%	14 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>Michael D. Ben</u>	Title: <u>V.P. Sales+Marketing</u>	Date: <u>6/11/04</u>
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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Wurzel Landscape

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporati	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 64						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1		60	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1		1		

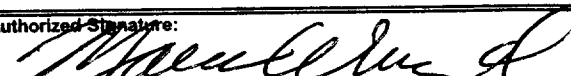
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 6/11/04
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